



**Joe Shirley, Jr.**  
Chairman, District I

**Alton Joe Shepherd**  
Vice Chairman, District II

**Nelson Davis**  
Supervisor, District III

**NOTICE OF PUBLIC MEETING AND AGENDA OF  
THE APACHE COUNTY BOARD OF SUPERVISORS.  
THE APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT  
AND THE APACHE COUNTY LIBRARY DISTRICT**

**July 27, 2021**  
**Board of Supervisors' Hearing Room, First Floor**  
**75 West Cleveland Street**  
**St. Johns, Arizona**  
**8:30 a.m. MST**

Pledge of Allegiance.  
Invocation by Invitation.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY PUBLIC HEALTH SERVICES DISTRICT  
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING  
July 27, 2021**

1. Discussion and possible approval to accept of Intergovernmental Agreement CTR055353 Healthy People Healthy Communities Amendment #2. The programs in this fixed price contract are: Tobacco Cessation and Prevention \$172,048, Teen Pregnancy Prevention \$187,420 and its Youth Mental Health First Aid Initiative, and Health in Arizona Policy Initiative (HAPI) \$12,952. This grant is in effective July 1, 2021 through June 30, 2022 and has been budgeted for in FY22.

**NOTICE OF PUBLIC MEETING AND AGENDA OF THE  
APACHE COUNTY LIBRARY DISTRICT  
HELD IN CONJUNCTION WITH THE BOARD OF SUPERVISORS MEETING  
July 27, 2021**

1. Discussion and possible approval to accept an American Rescue Plan Act (ARPA) Grant in the amount of \$22,258.41. This grant is administered by the Arizona State Library. There are no matching funds.

**NOTICE OF PUBLIC MEETING AND AGENDA OF  
THE APACHE COUNTY BOARD OF SUPERVISORS  
July 27, 2021**

1. Notification of the retirement of Library Director SueAn Stradling-Collins and recognition of her 19 years of service.
2. County Manager: Discussion and possible approval of **CONSENT ITEMS**: All items indicated by an asterisk (\*) will be handled by a single vote as part of the consent agenda, unless a Board Member or the County Manager objects at the time the agenda item is called.

**County Manager/Clerk of the Board:**

- \*A. Request approval of demands as distributed to the Apache County Board of Supervisors between June 29, 2021 to July 27, 2021. Demands are payments made, or to be made, by the County. Specific details of the demands may be requested through the County public record request process.
- \*B. Request approval of minutes dated June 29, 2021.
- \*C. Request approval of a proclamation recognizing August as Child Support Awareness Month.

**Community Development:**

- \*D. Request approval of a Conditional Use Permit application allowing Gunther Haffke and Judy Jameson to operate an FFL/gun dealership and workshop and to construct a seasonal outdoor dining area to place and operate a food trailer. Property is located in Vernon, AZ. A.P.N. 106-44-012B. The Planning & Zoning Commission unanimously recommended approval on June 17, 2021.
- \*E. Request approval of a Conditional Use Permit application allowing Preston Smith to add four additional self-storage buildings to the existing Concho Mini Storage over the next 5-years; this would add approximately 144 individual storage units. Property is located in the Concho Valley Subdivision Unit 1 in Concho, AZ. A.P.N. 201-27-380 and 201-27-381. The Planning & Zoning Commission unanimously recommended approval on June 17, 2021.
- \*F. Request approval of a Conditional Use Permit application allowing James & Andrea Coppenbarger to place a second residence on their 3.25-acre parcel. The second home will be occupied by her mother so they can provide care for her. Property is located in Vernon, AZ. A.P.N 106-52-016W. The Planning & Zoning Commission unanimously recommended approval on July 1, 2021.

**Election Department:**

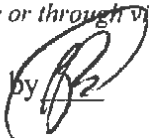
- \*G. Based on the recommendation of the Libertarian Party County Chairman, Emily S. Goldberg, determine vacancies exist in the office of precinct committeeman and appoint Thomas Tanner for the St. Johns Precinct.

**Emergency Management:**

- \*H. Notification that on July 16, 2021, in accordance with Apache County Outdoor Fire Ordinance 2019-10, all fire restrictions were rescinded in the unincorporated areas of Apache County.
3. County Manager: Discussion and possible approval of Amendment #1 to extend the Intergovernmental Agreement between Northland Pioneer College and Apache County through June 30, 2022.
  4. County Manager: Discussion and possible approval of a Liquor License Application recommendation for Jeffrey Saffer, Lost Mountain Resort, located at 44 Main Street in Greer, Arizona.
  5. County Manager: Discussion and possible approval of a Memorandum of Understanding between the Apache County Information Technology Department and the Schools Business Consortium for IT services.
  6. County Manager: Discussion and possible approval of premium pay between January 27, 2020 through July 1, 2021 for all current employees, utilizing American Rescue Plan Act (ARPA) state & local fiscal recovery funds.
  7. Clerk of the Court: Discussion and possible approval to create the position of Office Administrator (Range 43) and hire within the salary range. This request will not result in an increase to the FY22 budget.
  8. District II: Discussion and possible approval to increase the salary of employee 969 by \$5,000 and to increase the salary of employee 751 by \$2,000. The requested amounts will not result in an increase to the FY22 budget.
  9. County Engineer: Discussion and possible approval to enter into a contract for professional services for Painted Sky Engineering and Survey LLC.
  10. County Engineer: Discussion and possible action regarding BID # 201208 for contract trucking. No Bids were received.
  11. School Superintendent's Office: Discussion and possible approval of a contract with Elizabeth Moore to provide special education services to inmates in the Apache County jail between the ages of 18-21, pursuant to A.R.S. §15-913.01. Money for this contract comes from special education State allocated funding and will not affect the overall budget.

12. Sheriff's Office: Discussion and possible approval of Agreement DC-22-001 between Arizona Criminal Justice Commission and the Apache County Sheriff's Office for the Drug, Gang and Violent Crime Control Grant Agreement in the amount of \$233,455.05. This grant requires a 25% match that will be paid utilizing RICO funds.
13. County Attorney's Office: Discussion and possible approval of an Arizona Criminal Justice Commission Grant for Crime Victim Compensation FY2022, VC-22-001 in the amount of \$67,080.00 for the period of July 1, 2021 through June 30, 2022.
14. County Attorney's Office: Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3). discussion and possible approval of a settlement agreement with Glen & Judy Brower and Ken & Lisa Hogan regarding Case ST2020-000674.
15. Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

*Pursuant to the Americans with Disabilities Act, the Apache County Board of Supervisors endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact the Clerk of the Board's office at (928)337-7503, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Board of Supervisors may participate telephonically or through video communication.*

Posted this 22<sup>nd</sup> day of July, 2021 @ 2:00 p.m. by 



Ryan N. Patterson  
Clerk of the Board

Apache County Board of Directors  
AGENDA ITEM REVIEW FORM

Submitter's Name: (Individual, Organization, or County Department)

Stephanie McCarthy, Interim Health Director ACPHSD

Date/Signature: 07/08/2021

Describe in detail what you want to say to the Board and what action you want the Board to take:

ACPHSD requests discussion and possible approval of IGA CTR055353 Healthy People Healthy Communities Amend #2. The programs in this fixed price contract are: Tobacco Cessation and Prevention \$172,048, Teen Pregnancy Prevention \$187,420 and its Youth Mental Health First Aid Initiative, and Health in Arizona Policy Initiative (HAPI), \$12,952. This grant is effective 07/01/2021 thru 06/30/2022 and has been budgeted for FY22.

BOS Meeting Date Requested 07/27/2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Check if item does not require review

Finance Review:

Signature

Check if item does not require review

Human Resources Review:

Signature

Check if item does not require review

Other Review:

Signature

Check if item does not require review

Reviews completed, item approved for Agenda.

Board Clerk's Initials



# INTERGOVERNMENTAL AGREEMENT (IGA) Amendment

ARIZONA DEPARTMENT OF  
HEALTH SERVICES  
150 18<sup>th</sup> Ave Suite 530  
Phoenix, Arizona 85007

Agreement No.: CTR055353  
(formerly: IGA 2020-014)

IGA Amendment No: 2

Procurement Officer  
Karla Varela

## Healthy People Healthy Communities

1. Effective upon signature by all parties and pursuant to the Terms and Conditions, Provision Six (6), Contract Changes, Section 6.1, Amendments, Purchases Orders and Change Orders it is mutually agreed that the Intergovernmental Agreement referenced is amended as follows under this Amendment Two (2):
  - 1.1 The Contract No. IGA2020-014 is revised to CTR055353 due to the Contracts being placed back into the Arizona Procurement Portal;
  - 1.2 The Terms and Conditions Provision Twenty (20) has been updated;
  - 1.3 The Terms and Conditions Provision Twenty-Four (24) has been added;

(CONTINUED ON NEXT PAGE)

Contractor Name: <b>APACHE COUNTY</b>	Authorized Signature						
Address: <b>P.O. BOX 428</b>	Print Name						
<table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">City</td> <td style="width: 33%;">State</td> <td style="width: 33%;">Zip</td> </tr> <tr> <td><b>ST. JOHNS</b></td> <td><b>ARIZONA</b></td> <td><b>85936</b></td> </tr> </table>	City	State	Zip	<b>ST. JOHNS</b>	<b>ARIZONA</b>	<b>85936</b>	Title
City	State	Zip					
<b>ST. JOHNS</b>	<b>ARIZONA</b>	<b>85936</b>					
Pursuant to A.R.S. § 11-952, the undersigned public agency attorney has determined that this Intergovernmental Agreement is in proper form and is within the powers and authority granted under the laws of Arizona							
This Intergovernmental Agreement Amendment shall be effective the date indicated. The Public Agency is hereby cautioned not to commence any billable work or provide any material, service or construction under this IGA until the IGA has been executed by an authorized ADHS signatory.							
Signature	Date						
Signed this _____ day of _____, 2021.							
Print Name	Procurement Officer						
Contract No.: <b>CTR055353</b> , which is an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952 by the undersigned Assistant Attorney, who has determined that it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.							
Signature Date							
Assistant Attorney General							
Print Name							



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**Amendment**

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- 1.4 The Scope of Work has been revised and replaced;
- 1.5 The Price Sheet has been revised and replaced;
- 1.6 Exhibit D has been revised and replaced;
- 1.7 Exhibit E is revised and replaced; and
- 1.8 Exhibit F is revised and replaced

**All other provisions of this Agreement remain unchanged.**

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
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1. **The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrs.gov/>**

If applicable, the subrecipient or sub-awardee is required to abide by the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act – P.L. 109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrs.gov/>. The associated Grant Reporting Certification Form and completion instructions will be sent to the subrecipient from ADHS Program(s) responsible for the specific contract. The subrecipient or sub-awardee must return the completed form to ADHS Program(s) by the 15th of the month following that in which the award was received. Failure to complete a required Grant Reporting Certification Form may result in loss of funding.


2. **Public Health Emergencies**

- 2.1 In the event of a public health emergency, ADHS under the guidance of the federal funder may authorize a Contractor to temporarily reassign staff to address the emergency. Contractors shall adhere to the following reassignment conditions:

- 2.1.1 Approval from ADHS shall be requested prior to reassignment of staff.

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- 2.1.2. Reassignment must be voluntary;
  - 2.1.3. Locations for reassignment must be covered under the public health emergency, and
  - 2.1.4. Any reassignment over 30 days must be reauthorized
- 24.2. ADHS shall continue to coordinate with program staff regarding the extent and duration of the planned assignment(s) and other potential impacts to the program.


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**SCOPE OF WORK**

- 1.1. Beginning in July 2020, the original HPHC IGA was split apart and two (2) separate IGAs were formed; a fixed price contract and a cost-based reimbursement contract. The programs to be included in this fixed price contract are: Tobacco Cessation and Prevention, Teen Pregnancy Prevention and its Youth Mental Health First Aid Initiative, Health in Arizona Policy Initiative (HAPI), Public Health Improvement, and the Suicide Mortality Review Programs.
- 1.2. The Suicide Mortality Review Program is administered by ADHS, who will develop a suicide mortalities data collection system, encourage and assist in the development of local suicide mortality review teams, and provide training and technical assistance to those teams.

**2. Purpose**

The purpose of this IGA is to leverage multiple public health funding sources to support implementation of health priorities identified in the AzHIP (2021- 2026) and the County Health Improvement Plans (CHIP). This IGA is intended to provide flexibility to the County Health Departments to best meet the needs of their local communities through high impact strategies that realize the agreed upon outcomes. The IGA provides a pathway to improved coordination of multiple prevention programs and the Suicide Mortality Review Program, while streamlining the administrative functions for the programs that were previously administered separately.

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**3. Objective**

The County Contractor will implement evidence-based strategies at the local community level that:

- 3.1 Promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play; and
- 3.2 Promote and implement healthy people interventions that target individual behavior and support making healthy choices.

The County Contractor shall implement evidence-based strategies and conduct Suicide Mortality Review at the local community level that:

- 3.3 Promote and implement healthy communities' interventions that target policy, system and environmental approaches that will shape the communities in which we live, learn, work, and play;
- 3.4 Attend ADHS training and technical assistance sessions on standards and protocols for local suicide mortality review teams;
- 3.5 Bring together local community agencies in a formal process to systematically share information on suicide events for persons over the age of eighteen (18) years old, identify risk factors in those deaths, and provide prevention recommendations.

**4. Scope of Service**

This IGA offers a variety of evidence-based strategies designed to impact policy, system, and environmental change at the community, organizational, individual, and policy levels in order to promote county-wide health changes so that public health impact will be maximized. Contingent upon available funding, Counties are expected to implement at multiple levels, in accordance with local community needs, and should emphasize complementary policy, environmental, programmatic, and infrastructure activities that integrate and build on each other to optimize the health improvements of the community.

In Arizona, both the number and rate of suicides continues to rise. Arizona's rate of suicide per 100,000 people was 24% higher than that of the United States in 2017. In 2018, suicide ranked 8th among the leading causes of death but contributed substantially to premature mortality. Yet, suicide is preventable. Pursuant to A.R.S. § 36-199 and § 36-199.01, ADHS is establishing a Suicide Mortality Review Team in the Department of Health Services. The program will conduct an annual analysis on the incidences and causes of suicides in the state during the preceding fiscal year. This analysis will help to inform what changes are needed to decrease the incidence of preventable suicides, and as appropriate, take steps to implement these changes. ADHS will fund, encourage and assist in the development of local county health department Suicide Mortality Review Teams in their local jurisdiction and to develop suicide prevention recommendations for their communities.

Counties must select from a menu of evidence-based strategies, found in Exhibits A-F that influence individual behaviors, policy, organizational practices, systems, and environments though the following specific program areas:



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- 4.1 Exhibit D – Teen Pregnancy Prevention and Youth Mental Health First Aid Initiative;
- 4.2 Exhibit E – Suicide Mortality Review; and
- 4.3 Exhibit F – Supporting Documentation.

**5. Evaluation:**

Performance measures and evaluations allow the counties and ADHS to collaboratively track progress, process indicators, outcomes measures, and impacts. As part of the local evaluation plan, the counties will be responsible for measuring the short term, and intermediate outcomes. Monitoring progress on short-term outcomes provides an opportunity for the Local Health Departments to adjust strategies to ensure increased long-term impact. ADHS in coordination with the Counties will be responsible for measuring the long-term and impact outcomes. Process indicators, outcomes measures, and impacts must clearly relate to the selected strategies and activities identified within each County's Annual Action Plan.

**6. Approvals:**

- 6.1. The quarterly reports, yearly action plans, yearly budget templates, and supporting documentation shall be approved by ADHS;
- 6.2. Local county Suicide Mortality Review proposed team rosters will be submitted to ADHS for review;
- 6.3. Once the Action Plan has been approved, any changes to the approved activities, or strategies must be approved again, by ADHS prior to implementation;
- 6.4. Capital Equipment (Single item purchase of \$5,000 or more) purchased for the program: A written request shall be submitted to ADHS for review and approval prior to any purchase on a case-by-case basis. The written request shall include details of how the proposed purchase supports current approved scope of work and annual action plan. Ownership will be retained by the Contractor for continued use in the objectives of the Action Plan;
- 6.5. All marketing materials (the use of ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Counties and paid for with funds from this award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements;
- 6.6. All County local emerging issues and related supporting documentation must be approved by ADHS prior to implementation. The approval process document will be provided to all Counties and must be followed in order for the proposed local emerging issue to be worked on;

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- 6.7. Contractors will be required to attend ADHS Suicide Mortality Review quarterly training and technical sessions, submit quarterly Suicide data using the ADHS Data Collection Tool and the ADHS report template to the Suicide Mortality Review Program Manager prior to payment;
- 6.8. The quarterly Contractor's Expenditure Report (CER/Invoice) and any supporting documentation, when submitted, shall be approved by ADHS prior to payment; and
- 6.9. All evaluation components that involve human subjects.


**7. Tasks**

The County Contractor shall for the overall IGA:

- 7.1 Develop and implement a 3-year Action Plan and a Budget Plan within the first forty-five (45) days of each budget period;
- 7.2 Participate in all calls (monthly, bi-monthly, quarterly), technical assistance calls and/or webinars, meetings and trainings;
- 7.3 Implement the approved strategies;
- 7.4 Participate in the development of a shared comprehensive evaluation plan and report out on any performance measures related to the implementation of their activities (process and/or intermediate), or as defined by the funding sources; and
- 7.5 Provide supporting documentation that supports the completion of the defined deliverables within the approved annual action plan to the ADHS IGA Program Manager. Examples of acceptable supporting documentation can be found in Exhibit F. Further guidance will be provided by ADHS Program Managers, as needed.

**ADHS Shall for the overall IGA:**


- 7.6 Review, provide feedback, and approve the Annual Action Plan(s), Annual Budgets, and Supporting Documentation within thirty (30) days of submission;
- 7.7 Provide evidence-based strategies and supporting resources;
- 7.8 Provide a Quarterly Reporting Template;
- 7.9 Provide the Annual Action Plan Template;
- 7.10 Provide a Budget Plan and CER Template;
- 7.11 Collaborate and work with the County to develop a comprehensive Logic Model Template;
- 7.12 Host TPP Youth Mental Health First Aid Certification Training annually, if needed;

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- 7.13 Provide Outcome Measures and examples of process, or intermediate performance measures, as needed;
- 7.14 Provide a Financial Guidance Document (if applicable);
- 7.15 Provide feedback, technical assistance, and training to support the approved Annual Action Plan(s), Annual Budget, Quarterly Reporting, and Supporting Documentation;
- 7.16 Provide access to virtual technical assistance and guidance from ADHS staff, local Health Department peers/mentors, and subject matter experts related to the strategy for which the County has received funding; and
- 7.17 Coordinate and conduct Contractor site visits. Note: If not yearly, at least every two (2) years a site visit will be conducted.

**The County Contractor shall for the Suicide Mortality Review Program:**

- 7.18 Attend quarterly training sessions with ADHS on Suicide Mortality Review Policies and Procedures Manual including instructions on case narrative and timeline forms; confidentiality rules; establishing a team roster; quarterly reporting forms and use of ADHS data collection tool for quarterly and annual reporting;
- 7.19 With guidance from ADHS Suicide Mortality Program Manager, establish a local Suicide Mortality Review team roster;
- 7.20 Provide orientation to all members and consultants which include, at a minimum, the following topics:
  - 7.20.1 Instruction regarding confidentiality,
  - 7.20.2 Use of the data forms,
  - 7.20.3 Public access to team information,
  - 7.20.4 Responsibilities and limitations of team membership; Process and goals of fatality review,
  - 7.20.5 The promotion of culturally diverse and competent approaches in case reviews, using Suicide Mortality Review materials provided by the State Team,
  - 7.20.6 The promotion of culturally diverse and competent approaches in case reviews, and
  - 7.20.7 Review materials provided by the State Team.
- 7.21 Establish procedures for access to the following records related to the circumstances surrounding suicide:

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- 7.21.1 Death Certificates,
  - 7.21.2 Birth Certificates,
  - 7.21.3 Law enforcement Reports,
  - 7.21.4 Medical Examiner's Reports,
  - 7.21.5 Medical Records,
  - 7.21.6 Child Protective Services' Reports, and
  - 7.21.7 Other Records as Needed.
- 7.22 Establish procedures to track fatalities requiring review by the Local Team and completion of Reviews;
  - 7.23 Prepare quarterly reports and data for the ADHS Suicide Mortality Review Program, cases reviewed, and obstacles to completion of reviews;
  - 7.24 Convene team meetings, at a frequency sufficient to review all fatalities within the identified scope of work;
  - 7.25 Enter data for each case reviewed using ADHS Suicide Mortality Review Data Collection Tool to include demographic and prevention recommendation data. Data should be entered for cases following completion of each case review meeting; and
  - 7.26 Conduct an annual analysis on the incidences and causes of suicides in the local community during the preceding fiscal year.
- ADHS will for the Suicide Mortality Review Program:**
- 7.27 Establish a State Suicide Mortality Review Team;
  - 7.28 Provide a Policies and Procedure Manual;
  - 7.29 Develop standards and protocols for local suicide mortality review teams and provide training and technical assistance to these teams;
  - 7.30 Provide a Quarterly Reporting Template;
  - 7.31 Provide a Suicide Mortality Data Collection Tool;
  - 7.32 Provide CER Template, and documentation requirements for quarterly payment
  - 7.33 Provide Quarterly Meeting for contractors to:



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- 7.33.1 Provide training and technical assistance on suicide review process;
- 7.33.2 Provide access to virtual technical assistance and guidance from ADHS staff, Local Health Department peers/mentors and subject matter experts related to the strategy for which the County has received funding;
- 7.33.3 Provide Suicide Mortality Review Data Collection Tool User Guide and training; and
- 7.33.4 Provide the Suicide Mortality Review Case Narrative template and prevention measure form.

**8. Requirements**

**The County Contractor shall meet the requirements listed below:**

- 8.1 All revisions to the Annual Action Plan strategies, goals, objectives, and timelines will require joint review and approval from ADHS staff;
- 8.2 All staffing and programmatic changes will be reported to the specific ADHS Program Manager and the ADHS IGA Program Manager within fifteen (15) days. Once someone is hired for a job vacancy, an email containing the new hire's full name, contact information, start date, areas of the IGA that she/he will work in, and a resume will be submitted to the specific ADHS Program Manager and the ADHS IGA Program Manager within fifteen (15) days;
- 8.3 All requests for a single item of capital equipment at or above the purchase price of five thousand dollars (\$5,000.00) will be requested in writing and submitted to the specific ADHS Program Manager and the ADHS IGA Program Manager for approval;
- 8.4 Food purchases are allowed within guidelines for federally funded programs. Food and/or beverages served at events/meetings are not to be paid for with State funds per the State of Arizona Accounting Manual (SAAM) policy, found here: <https://gao.az.gov/sites/default/files/8010%20Food%20and%20Beverages%20at%20State-sponsored%20Events%20181113.pdf>. Contractors shall submit a *Request for Purchase of Food* form to the HPHC IGA Program Manager. Food provided must not exceed the allowable ADHS per diem rates, when provided at an event, or an activity. A speaker/presenter during lunch is required, and the food request should have a strong justification. Please see the ADHS Healthy Meeting Policy for further guidance on nutritional guidelines for events/meetings: <https://azdhs.gov/documents/prevention/nutrition-physical-activity/healthy-meeting-policy.pdf>  
Note: No food purchases shall be purchased and/or reimbursed until a *Request for Purchase of Food* form has been approved and signed by the ADHS Chief Financial Officer;
- 8.5 Comply with all federal and State reporting requirements;
- 8.6 At least one Program Manager, or coordinator from each HPHC IGA program must be in attendance of the Annual HPHC IGA Summit;

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- 8.7 Funds cannot be used for any lobbying activities, including the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government;


For the TPP Mental Health First Aid Training, the County Contractor shall do the following:

- 8.8 Complete the National Council for Behavioral Health (NCBH) "Coordinator Access" form to grant ADHS staff viewer rights to pre and post training survey data from organizations trained, and
- 8.9 Participate in a technical assistance meeting to be hosted by ADHS and held after the certification training(s); dates are to be determined.
- 8.10 Complete the National Council for Behavioral Health (NCBH) "Coordinator Access" form to grant ADHS staff viewer rights to pre and post training survey data from organizations trained, and
- 8.11 Participate in a technical assistance meeting to be hosted by ADHS and held after the certification training(s); dates are to be determined. (they will fix alignment)

## 9. Deliverables and Delivery Schedule

The County Contractor shall submit the deliverables listed below to the ADHS IGA Program Manager:

- 9.1 Contractor Expenditure Report (CER) to ADHS, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June); Supporting Documentation is to also be submitted. Counties will select from a menu of acceptable forms of Supporting Documentation found in Exhibit F;
- 9.2 A written Quarterly Report, due thirty (30) days after each quarter end (Q1: July – September; Q2: October – December; Q3: January – March; and Q4: April – June);
- 9.3 A final CER invoice not later than forty-five (45) days following the end of each Agreement year;
- 9.4 Provide the name, email address and phone numbers of all program staff funded under this Agreement within thirty (30) days of hire;
- 9.5 Notify ADHS IGA Program Manager of any change in program staff under this Agreement within fifteen (15) days of the change. If there is a new employee, include the new hire's work contact information (i.e. email and phone number), and resume within the fifteen (15) days window period;
- 9.6 For the TPP Youth Mental Health First Aid Training, programs will submit the following with their quarterly CERs:
- 9.6.1 Participant sign-in sheet (if in person) that includes organization's name, date, and name of the

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educator, or

- 9.6.2 "Chat Box" sign-in sheet (if virtual) that includes the organization's name, date, and name of the educator.

**Please note:** Stipends can only be billed for training(s) conducted during the quarter.

- 9.7 Collaborate and participate with ADHS on the development of a logic model;
- 9.8 Submit an Annual Action Plan by August 15th;
- 9.9 Submit an Annual Budget Plan by August 15th;
- 9.10 Submit an Annual Report forty-five (45) days following the end of each Agreement year;
- 9.11 Submit a written request to use the ADHS Logo in any print, web documents, publications and video recordings prior to use;
- 9.12 Submit a written request for the development of brochures, posters, public service announcements, paid media, videos, sponsorships, etc., to be paid for with funds from this Agreement prior to development.

**10. Notices, Correspondence, and Reports**

- 10.1 Notices, correspondence, reports and invoices/CERs from the County contractor to ADHS shall be sent to:


**For Overall Fixed Price IGA:**

Healthy People Healthy Communities (HPHC) IGA Program Manager  
 Bureau of Chronic Disease and Health Promotions  
 Arizona Department of Health Services  
 150 N. 18th Avenue, Suite 310  
 Phoenix, AZ 85007  
 Office: 602-542-8953 | Email: Desiree.Fields@azdhs.gov


**For the Suicide Mortality Review:**

Suicide Mortality Review Program Manager  
 Bureau of Chronic Disease and Health Promotions  
 150 N 18<sup>th</sup> Avenue, Suite 310  
 Phoenix AZ 85007  
 Office: (602) 542-7340 | Email: Jacqueline.Kurth@azdhs.gov

- 10.2 Notices, correspondence, and reports (and payments if sent to same address) from ADHS to the contractor shall be sent to:

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**Apache County**  
Attn: Kimberly Penrod  
P.O. Box 697  
St. Johns, AZ 85936  
Office: [kpenrod@co.apache.az.us](mailto:kpenrod@co.apache.az.us)

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**PRICE SHEET**  
**HEALTHY PEOPLE HEALTHY COMMUNITIES**  
**APACHE – CTR055353 (formerly IGA 2020-014)**  
**JULY 1, 2021 - JUNE 30, 2022**

**ACTION PLAN**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
Action Plan – Tobacco Prop 200 = \$8,604.00; Chronic Disease Prop 303 = \$648.00; Teen Pregnancy = \$37,484.00	EA	1	\$46,736.00	\$46,736.00

**TOBACCO PROGRAM**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Prevention, Cessation, Secondhand Smoke, Enforcement)	QTR	4	\$40,861.00	\$163,444.00

**HEALTH IN ARIZONA POLICY INITIATIVE**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Chronic Disease)	QTR	4	\$3,076.00	\$12,304.00

**TEEN PREGNANCY PREVENTION PROGRAM**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies (i.e. Chronic Disease)	QTR	4	\$37,484.00	\$149,936.00

**SUICIDE MORTALITY REVIEW PROGRAM**

ITEM/SERVICE DESCRIPTION	UNIT OF MEASURE	NUMBER OF UNITS	UNIT RATE	TOTAL
See SOW for Specific Service Strategies	QTR	4	\$6,250.00	\$25,000.00



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Amendment**

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HEALTH SERVICES  
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Phoenix, Arizona 85007


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(formerly: IGA 2020-014)

IGA Amendment No: 2

Procurement Officer  
Karla Varela

**TOTAL**

ITEM/SERVICE DESCRIPTION				TOTAL
GRAND TOTAL				\$397,420.00

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**EXHIBIT A**

**EVIDENCE-BASED STRATEGIES FOR TOBACCO**

The Office of Tobacco Prevention and Cessation ("Office of Tobacco") within the Bureau of Chronic Disease and Health Promotions ("BCDHP") at Arizona Department of Health Services (ADHS) has historically supported evidence-based programs and system level changes that assist smokers in disparate or high-risk populations with tobacco prevention and cessation services. In Arizona, there are populations that are disproportionately impacted by tobacco use. Currently, priority populations identified by the Office of Tobacco are: 1) youth, 2) the justice-involved, and 3) those enrolled in the Arizona Healthcare Cost Containment System (AHCCCS).

County health department partners are required to identify three (3) populations that are disproportionately impacted by tobacco use in their communities, which may include the three populations identified above or with other populations which may be identified based on county-level data. Counties will provide the selected population groups with targeted evidence-based programs and activities for two components: 1) Tobacco Prevention and 2) Tobacco Cessation. In addition, counties will participate in three ADHS-led work groups that will explore innovative approaches to tobacco programming that address 1) Youth; 2) Secondhand Smoke (SHS); and 3) Emerging Issues. Counties will also engage in in-person and virtual meetings as identified by ADHS.

The strategies within the Healthy People Healthy Communities (HPHC) Intergovernmental Agreement (IGA) are population-based approaches that will require collaboration and support from key community partners, as well as promote health system level changes within healthcare systems and employers. These tobacco prevention and cessation strategies align with the U.S. Surgeon General's Report on Smoking Cessation 2020, the Centers for Disease Control (CDC) National Comprehensive Tobacco Control Program (NTCP), and Arizona Health Improvement Plan (AzHIP) 2021-2025.


The Tobacco component of the HPHC IGA is funded by Proposition 200, which states that tobacco tax dollars under the Health Education Account (HEA) requires monies be spent on "programs for the prevention and reduction of tobacco use." Arizona Revised Statute (A.R.S. § 36-772) authorizes four types of expenditures by the HEA: contracts with county health departments and other local partners, administrative expenses, advertising, and evaluation of programs. Spending these monies for lobbying for political campaigns is expressly prohibited.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**1. Strategic Area: Tobacco**


- 1.1 Reduce tobacco-related disparities among target populations. Counties will select populations based on local available data, including tobacco prevalence rates (BRFSS, AYS, YRBSS), CHIP, and CHA data, to inform programming;
  - 1.1.1 Prevent the initiation of tobacco use (including emerging products and e-cigarettes) among youth and young adults (required),

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- 1.1.1.1 Maintain current peer-to-peer youth programming to empower youth leadership and engagement;
- 1.1.1.2 Support the ADHS-selected contractor with recruiting youth participants for statewide Enforcement efforts; and
- 1.1.1.3 Facilitate and conduct in their county the AGO Arizona Retailer Tobacco Training Program with retailers and clerks that have been cited for selling tobacco to underage youth
- 1.1.1.4 Collaborate with schools in their counties by:
  - 1.1.1.4.1.1 Offering the American Lung Association's INDEPTH: An Alternative to Teen Nicotine Suspension or Citation, and
  - 1.1.1.4.1.2 Establishing a Task Force with school districts, school administrators, or superintendents to identify current needs in youth prevention. Task Force efforts must include the development of a work plan, evaluation plan, and identified evidence-based strategies.

**1.2 Implement evidence-based, culturally appropriate community interventions to promote quitting among adults and youth.**

- 1.2.1 Counties will identify and eliminate tobacco-related disparities among *two* additional population groups:
  - 1.2.1.1 Individuals involved or at-risk for involvement with the criminal justice system, including jails, prisons, probation, parole, or specialty court;
  - 1.2.1.2 People of low socioeconomic status;
  - 1.2.1.3 Individuals with behavioral health conditions (including mental health conditions and substance use disorders); and/or
  - 1.2.1.4 Other priority population not listed and pre-approved by ADHS. Counties will submit a proposal to ADHS that will include surveillance and evaluation data to justify the population selection,
- 1.2.2 **Engage communities, partners, and community-based organizations to strengthen capacity. Counties will identify and select community partners that may include:**
  - 1.2.2.1 Employers; and
  - 1.2.2.2 Healthcare systems, including:
    - 1.2.2.2.1 Federally Qualified Community Health Centers (FQHCs) or FQHC Look-Alikes;

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- 1.2.2.2.2 Hospitals;
- 1.2.2.2.3 Community clinics;
- 1.2.2.2.4 Private practices;
- 1.2.2.2.5 Behavioral Health Clinics; and/or
- 1.2.2.2.6 Substance Abuse Centers

**1.3 Participate in at least one ADHS-led Tobacco Work Group that addresses one of the following priority issues:**


- 1.3.1 Youth,
- 1.3.2 Secondhand Smoke, and
- 1.3.3 Emerging Issues;

**1.4 Participate in required ADHS Office of Tobacco update conference calls, virtual meetings, and in-person meetings, including (but not limited to):**

- 1.4.1 1:1 Calls,
- 1.4.2 Group monthly conference calls,
- 1.4.3 Annual HPHC IGA Summit, and
- 1.4.4 In-person semi-annual statewide partner meetings, to occur:
  - 1.4.4.1 Spring (March/April); and
  - 1.4.4.2 Fall (September/October);

**1.5 Obtain ADHS approval on all county-level tobacco marketing or communications initiatives.**

- 1.5.1 All marketing materials (the use of the ADHS logo, brochures, posters, public service announcements, paid media, videos, etc.) which have been developed, written, published, or recorded by the Grantee and paid for with funds from this grant award must be first approved by ADHS prior to the dissemination of such materials or airing or use of such announcements.

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**EXHIBIT B**

**EVIDENCE-BASED STRATEGIES FOR HEALTH IN ARIZONA POLICY INITIATIVE (HAPI)**

In January 2012, ADHS began the process of establishing contracts with local health departments to address health policy. In April 2012, ADHS established contracts with 13 of the 15 local health departments (Cochise, Coconino, Gila, Graham, Greenlee, La Paz, Maricopa, Mohave, Navajo, Pinal, Pima, Yavapai and Yuma). HAPI originally utilized funding from three separate sources: Proposition 303 Tobacco Tax; Women's, Infants and Children's (WIC) Health Lottery Revenue, and HRSA Title V Maternal & Child Health Block Grant. The overall goal of the Intergovernmental Agreement (IGA) was established to increase local capacity to implement preventative health policy, system and environmental (PSE) changes/ public health approaches through defined strategic areas.

The five (5) year IGA action plan(s) and activity/activities developed by the local health department will address the following funding priorities:

- 1) The four (4) leading chronic disease deaths, as reported by the Centers for Disease Control and Prevention (CDC) per ARS 36-770 (Proposition 303 Tobacco Tax), and
- 2) WIC participants and their families per WIC Health Lottery Revenue.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:


**2. Strategic Area: Health in Arizona Policy Initiative (HAPI)**

**2.1 Social Determinants of Health (SDOH) / Health in All Policies (HiAP)**

- 2.1.1 Assess and identify gaps in addressing public health and social determinants of health (SDOH), with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and / or health risks, and
- 2.1.2 Develop and implement an action plan that includes policy, systems or environmental (PSE) / public health, and / or Health in All Policies (HiAP) approaches to address the gaps in addressing public health and social determinants of health (SDOH), with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

**2.2 Community Engagement**

- 2.2.1 Increase community engagement of partners, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks,
- 2.2.2 Develop, create and/or participate in coalitions, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks,

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- 2.2.3 Develop and implement a coalition action plan, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and
- 2.2.4 Develop coalition capacity to support advocacy, with consideration of the four (4) leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks.

**2.3 Systems Change**

- 2.3.1 Assess and identify gaps in addressing "Little p" system changes, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and
- 2.3.2 Develop and implement an action plan that addresses the gaps in addressing "Little p" systems changes, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

**2.4 Emerging Issues**


- 2.4.1 Assess and identify emerging issues with community partners that align with local, state or national level emerging issues, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks, and
- 2.4.2 Develop and implement action/ breakthrough plans to address emerging issues, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks;

**2.5 Workforce Capacity Building/Professional Development**

- 2.5.1 Increase knowledge of staff and community partners through professional development and workforce capacity building, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and/or health risks; and

**2.6 Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches**

- 2.6.1 Implement Evidence Based / Evidence Informed / Promising Practices or Public Health Approaches, with consideration of the 4 leading causes of chronic disease death, at-or-high risk populations, co-morbidities, and /or health risks.

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**EXHIBIT C**

**EVIDENCE-BASED STRATEGIES FOR PUBLIC HEALTH IMPROVEMENT**

The purpose of the Public Health Improvement funding is to ensure a strong, inclusive, and connected state and local government public health system in Arizona. By supporting county health departments and their directors in the practice of public health, they can effectively perform essential public health services and meet Public Health Accreditation Board (PHAB) and their performance standards. The county health departments may use several strategies to support local initiatives to achieve healthy communities. As health departments often may not have identified funds and resources to build and strengthen their organizations, the Public Health Improvement funds allow for that flexibility within the established strategies. The funds may be used for activities to improve health department efficiency and effectiveness, increase performance management capacity, and enhance public health readiness activities in the face of emerging issues.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**3. Strategic Area: Public Health Improvement**

**3.1 Seeking PHAB Accreditation or Reccreditation**


- 3.1.1 Implement activities, training, and tools for the Local Health Department (LHD) to apply for PHAB accreditation, and
- 3.1.2 Implement activities, training, and tools for the Local Health Department (LHD) to achieve PHAB reccreditation sustainability;

**3.2 Evaluate and Continuously Improve Processes, Programs, Quality Improvement, and Interventions Performance Management**


- 3.2.1 Implement tools or training to develop or maintain a performance management system supported by leadership and management to monitor achievement of organizational objectives,
- 3.2.2 Implement activities, tools, or training to develop or maintain a culture of quality improvement integrated into organizational practice, processes, and interventions, and
- 3.2.3 Conduct training or capacity building with local stakeholders to support the department's and county's implementation of a quality improvement plan or quality improvement activities;

**3.3 Maintain a Competent Workforce**

- 3.3.1 Implement activities and training to build multidisciplinary skills needed for the health department to achieve its mission, goals, and objectives,

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- 3.3.2 Implement activities to build and support a health department with a supportive work environment, employee recognition, employee wellness efforts, and professional development, and
- 3.3.3 Conduct activities to support the larger public health workforce of the community;
- 3.4 Conduct and Disseminate Assessments Focused on Population Health Status and Public Health Issues Facing the Community**
  - 3.4.2 Conduct collaborative activities with the community to develop, enhance, and disseminate the community health assessment;
- 3.5 Develop Policies and Plans**
  - 3.5.2 Conduct or participate in collaborative activities with the community to develop and implement the community health improvement plan,
  - 3.5.3 Conduct activities to track and implement goals set in the county health improvement plan,
  - 3.5.4 Complete activities to develop, implement, and maintain a strategic plan, and
  - 3.5.5 Complete activities to develop, implement, and maintain an all hazards emergency operations plan;
- 3.6 Other Activities**
  - Health Equity**
    - 3.6.1 Develop and implement strategies that address health inequity and cultural competence,
  - Administrative and Management Capacity**
    - 3.6.2 Develop and maintain internal health department policies and procedures for operations, human resources, information management, financial management, and management of ethical issues, and
  - Emerging Issues**
    - 3.6.3 Conduct activities to address an emerging health issue aligned with state and nationally identified emerging health issues (percentage of funds to be approved by ADHS).

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**EXHIBIT D**

**EVIDENCE-BASED STRATEGIES FOR TEEN PREGNANCY PREVENTION**

The Teen Pregnancy Program offers strategic approaches to improve the health and social well-being of youth through the reduction of teen pregnancies and sexually transmitted diseases, and the awareness of healthy relationships and life skills, including financial literacy and educational and career success. The program provides youth with knowledge and skills that can be applied throughout their lives. Program models are evidence-based, age appropriate, medically accurate, and culturally relevant and incorporate a positive youth development approach.

The teen pregnancy prevention programs also offer a Parent/Youth Communication Education component which can give parents the tools to actively engage in meaningful communication with their teens on a variety of topics including sexual health issues. Parents, grandparents and guardians of a teen are welcome and encouraged to participate in these educational sessions.

Proposition 203, The Healthy Arizona Initiative, was passed by Arizona voters in November 1995, authorizing the use of lottery funds when available to be utilized for teen pregnancy prevention programs. The funds from the lottery became available in July 2005. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), Teen Pregnancy Prevention Program, is charged with the implementation of these funds.


Proposition 207, The Smart and Safe Act, was passed by Arizona voters in November 2020, authorizing the legal use of recreational marijuana. The funds from this act will be available on July 1, 2021. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), is charged with the implementation of a portion of these funds.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**4. Strategic Area: Teen Pregnancy Prevention**


- 4.1 Implement with fidelity, abstinence plus evidence-based program models, through curriculum delivery to youth ages eleven to nineteen (11-19) and implement core curricula that are on the ADHS TPP approved curriculum list incorporating a positive youth development approach.
  - 4.1.1 Program models shall be evidence-based, culturally relevant, medically accurate, and age appropriate. Programs for youth shall be inclusive of at least three (3) of four (4) Adulthood Preparation Subjects -Healthy Relationships, Healthy Life Skills, Adolescent Development, Educational/Career Success, and/or Financial Literacy. Optionally, to parents/caregivers of youth eleven to nineteen (11-19) years of age,
  - 4.1.2 Program management, services, requirements, deliverables, etc. shall be in accordance with the TPP Policy and Procedures Manual, and
  - 4.1.3 Program tasks include but are not limited to:

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- 4.1.3.1 Delivery of curriculum in a variety of settings – in school, after school, community-based, juvenile detention/probation, foster care group homes, etc.;
- 4.1.3.2 Educating youth on both abstinence and contraception for the prevention of teen pregnancy and sexually transmitted diseases/infections;
- 4.1.3.3 Obtaining active parental consent forms for youth participation in programming and evaluation;
- 4.1.3.4 Maintaining up-to-date attendance records;
- 4.1.3.5 Administering pre and post surveys to youth, and submitting completed surveys to ADHS;
- 4.1.3.6 Ensuring the number of youths proposed is served and that eighty percent (80%) of youth participating in the curriculum complete at least seventy-five (75%) of curriculum dosage;
- 4.1.3.7 Completion of fidelity monitoring logs following each session delivered;
- 4.1.3.8 Submitting monthly unduplicated counts of youth served;
- 4.1.3.9 Submitting annual Forms A-D of reporting total unduplicated count of youth served, program hours received, and type of programs received;
- 4.1.3.10 Attending meetings and/or calls, i.e., semi-annual contractor meetings, mid-year budget review and youth served calls, Wyman Teen Outreach Program® review calls (if applicable), summer professional development, etc.; and/or
- 4.1.3.11 Navigating the TPP SharePoint portal for entry of reporting data, program announcements, discussion boards, and obtaining program forms.

**Strategic Area: Teen Pregnancy Prevention Youth Mental Health First Aid Initiative**

- 4.2 Certify staff in TPP Youth Mental Health First Aid Training with prior approval from ADHS;
- 4.3 Certified trainer must deliver at minimum three (3) trainings per year to maintain active certification in YMHFA;
- 4.4 Trainers may co-facilitate and each facilitator can count co-facilitations towards their required three (3) training(s) per year, for certification purposes;
- 4.5 Co-facilitated training(s) will only count as one training for payment of stipends;
- 4.6 Training events must follow the training outline identified by the National Council of Behavioral Health (NCBH) Youth Mental Health First Aid;

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- 4.7 During the pandemic, if in-person training is prohibited, training to youth serving organizations can be conducted virtually;
- 4.8 Once pandemic restrictions are lifted and in-person training and travel are allowed, training to youth serving organizations shall be conducted in one (1) of two (2) options: In-person or blended learning;
- 4.9 Each training shall consist of no less than five (5) participants and no more than thirty (30) and include participant training materials; and
- 4.10 Course materials must be purchased for all training participants as this is a required component.

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**EXHIBIT E**

**EVIDENCE-BASED STRATEGIES FOR SUICIDE MORTALITY REVIEW**

In Arizona, both the number and rate of suicides continues to rise. Arizona's rate of suicide per 100,000 people was 24% higher than that of the United States in 2017. In 2018, suicide ranked 8th among the leading causes of death but contributed substantially to premature mortality. Yet, suicide is preventable. Pursuant to A.R.S. § 36-199 and § 36-199.01, ADHS is establishing a Suicide Mortality Review Team in the Department of Health Services. The program will conduct an annual analysis on the incidences and causes of suicides in the state during the preceding fiscal year. This analysis will help to inform what changes are needed to decrease the incidence of preventable suicides, and as appropriate, take steps to implement these changes. ADHS will fund, encourage and assist in the development of local county health department Suicide Mortality Review Teams in their local jurisdiction and to develop suicide prevention recommendations for their communities.

On March 3, 2020 Governor Doug Ducey joined mental health advocates, legislators and family members affected by suicide to sign Senate Bill 1523, also known as Jake's Law. The bill is named in honor of Jake Machovsky, an Arizona teen who lost his life to suicide in 2016 after battling mental health issues. The law requires insurance companies to cover mental health treatment and creates the Children's Behavioral Health Services Fund and provides \$8 million for behavioral health services for children who are uninsured or underinsured. The law prohibits insurance companies from denying coverage for services that are covered by the plan simply because they are delivered in an educational setting. This law also establishes a mental health parity advisory committee to ensure that all parties including families, providers, advocacy organizations, and insurers have a voice at the table, creates a suicide mortality review team to review deaths by suicide and provide policymakers with improved data and recommendations, and helps increase follow-up services for patients at risk for suicide.


Proposition 207, The Smart and Safe Act, was passed by Arizona voters in November 2020, authorizing the legal use of recreational marijuana. The funds from this act will be available on July 1, 2021. The Arizona Department of Health Services (ADHS), Bureau of Women's and Children's Health (BWCH), is charged with the implementation of a portion of these funds.

The County Contractor must select one (1) or more strategies from this strategic area.

This Exhibit defines the Program Strategy/s within each Strategic Area:

**5. Strategic Area: Suicide Mortality Review**

Strategies are to be determined with program development

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		ARIZONA DEPARTMENT OF <b>HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
	Agreement No.: CTR055353 (formerly: IGA 2020-014)	IGA Amendment No: 2	Procurement Officer Karla Varela

**EXHIBIT F**

**SUPPORTING DOCUMENTATION**

Please provide documentation that supports the work that you have outlined on your Action Plan and quarterly reports. Note: Supporting Documentation will be due on the 2nd and 4th quarters. The following are approved types of supporting documentation that can be submitted. Counties are expected to keep supporting documentation on hand for all quarters and to provide to ADHS upon request. This information can also be found on the new Quarterly Report + Supporting Documentation Template.

**Required Documentation:** For each program of the IGA, provide documentation of evidence of work performed. The following are acceptable submissions for documentation of work completed. **Approved** examples are below by program:

**Tobacco**

**Youth Prevention: Anti-Tobacco Coalition:**


- **Recruitment:** Copies of flyers pertaining to events for recruitment and expanding youth membership, as submission of coalition roster form,
- **Youth Coalition Action Plan:** Copy of the coalition action plan developed by the youth members,
- **Coalition Meetings:** Copies of meeting agenda along with a sign-in sheet of those attending the meeting,
- **Peer to Peer Education/Community Education:** The Office of Tobacco has created the following event form for partners to fill out and submit for each of their coalition events: Youth Coalition Event Form. The coalition can also include pictures from events, and
- **Presentation to Community Leadership (Board of Supervisors, City Councils, or any other governing body):** Partners can utilize the Youth Coalition Event Form for this activity as well.

**AGO/FDA Inspection Recruitment & Arizona Retail Tobacco Training:**

- The number of recruitment events held: Date of event, youth recruited, completed paperwork submitted,
- Dates of inspections and how many youths participated in inspections, and
- **ARTT:** Copy of flyer advertising training, dates of training and sign-in sheet for attendees. Evaluation forms sent to Tracy Lenartz.

**Cessation: ASHLine Outreach/Group Cessation Meetings-** The following documents are acceptable submission for documentation of work.

- **ASHLine Outreach:** The County should provide a copy of ASHLine Cessation Referral report covering the documentation period. ASHLine & county partners will develop a report that partners can utilize to track referrals for cessation for their county. This report, once developed, will be sent to county partners for their utilization in monitoring location referrals and for contract reporting and documentation,
- **County Partners Cessation Referral Trainings and Presentations:** The Office of Tobacco has created the following form for partners to fill out and submit for each of cessation referral training and presentations: County Cessation Training & Presentation Form, and

	<b>INTERGOVERNMENTAL AGREEMENT (IGA)</b> <b>Amendment</b>		<b>ARIZONA DEPARTMENT OF HEALTH SERVICES</b> 150 18 <sup>th</sup> Ave Suite 530 Phoenix, Arizona 85007
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- **Group Cessation Meetings:** Copy of flyers regarding meetings, date(s) of meetings, number of participants in training, name are not required due to HIPPA. Are any of the participants enrolled in group classes as well as ASHLine?

**Priority Population Initiative:**

- If a task group/work group is created to address the chosen population please provide the following information:
- Copies of meeting agenda along with sign-in sheet,
- Action plan or work plan for addressing issues with the work group, and
- Evaluation Plan that will assess the success/status of the goal.

**Health in Arizona Policy Initiative (HAPI)**


- Sign-in sheet for a training, meeting or wellness activity (should include date, time, and name of training/meeting etc.); Event flyer or meeting/training agendas (should include date, time and name of training/ meeting, etc.);
- Certificate of Completion;
- Documentation of participation in coalition/advisory boards, etc. such as an agenda, minutes from the meeting, membership letter;
- Final Reports of activity;
- Photographs (i.e. proof of water station installation), please note that if you send pictures of individuals, you must have consent to use the picture of the individual;
- Pre and post survey results of participants in Self-Management Programs;
- Attendance/participation sheet for chronic disease self-management programs;
- Communication plan or materials used for any public awareness campaigns;
- Reporting of process or intermediate performance measures related to the activity within the strategic area(s);
- Partner list or partner meeting agendas;
- Completed Assessments; and
- Developed Action Plans for implementation.

**Public Health Improvement**

- Quality Improvement or Performance Management Training
- Sign-in sheets and training materials (slide deck, resources),
- Quality Improvement Project Completion
- Storyboard of project work,
- Strategic Planning Development
- Documentation of in-person sessions resources/slides used and sign-in sheets, the outcome of planning (action plan), and
- Establishment of Performance Management system
- Artifacts of system integration (tracking of visual management, metric review).

**Teen Pregnancy Prevention (TPP)**

- Certificates of Completion.
- Parent nights/health fairs: Flier signed by authorized representative of event and/or County Program Supervisor

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- Instead of submitting attendance records as proof of services performed, counties will submit the **TPP Verification of Curriculum Delivery Form**. The Teen Pregnancy Prevention Program Manager will access the delivery of curriculum form to verify the classes provided are reflective of the narrative in the quarterly reports.
- **Teen Pregnancy Prevention Work Summary Report Form** (for COVID-19 reassignments).  
**Please Note:** If TPP staff has been reassigned, make sure to include a separate **Labor Activity Report** and **General Ledger**, clearly indicating a breakdown of FTE percentages applied to TPP State Lottery dollars and another funding source.

**See below for further clarification:**

- TPP Lottery funds cannot be used to pay for staff temporarily reassigned to the COVID-19 emergency response. However, TPP staff can be reassigned for COVID-19 related activities by using another funding source. Within the TPP Action Plan and Quarterly Narrative Reports, counties should indicate whether service activities have been provided and include any updates. If TPP services have not been provided, note the following, "Services have not been conducted within the period of (insert dates). TPP staff have been temporarily reassigned to COVID-19 activities using a different funding source." If staff have been partially assigned to TPP and COVID-19 activities, include the FTE breakdown in the quarterly report as well.
- For CERs, provide Year to Date expenses of what was actually incurred; do not bill for the full fixed price amount. When submitting supporting documentation, during Quarters 2 and 4 **only**, submit the corresponding Labor Activity Reports and General Ledgers as supporting documentation to illustrate what the TPP staff have been working on.

**Teen Pregnancy Prevention (TPP) Youth Mental Health First Aid Initiative**

- Participant sign-in sheet (if in person) that includes organization's name, date, and name of the educator, or
- "Chat Box" sign-in sheet (if virtual) that includes the organization's name, date, and name of the educator.  
**Please note:** Stipends can only be billed for training(s) conducted during the quarter.

**Suicide Mortality Review**

- A sign in sheet and agenda for all review meetings
- Annual Report

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Library District, SueAn Stradling-Collins

Date/Signature: Leh Stradling-Collins 7-13-2021

Describe in detail what you want to say to the Board and what action you want the Board to take:

**Discussion and possible approval to accept an American Rescue Plan Act (ARPA) Grant in the amount of twenty-two thousand two hundred fifty-eight dollars and forty-one cents (\$22,258.41). This grant is administered by the Arizona State Library. There are no matching funds.**

BOS Meeting Date Requested: **July 27, 2021**

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature [Handwritten Signature]

Finance Review: \_\_\_\_\_

Signature [Handwritten Signature]

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

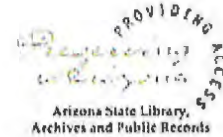
Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda. Board Clerk's Initials \_\_\_\_\_



KATIE HOBBS  
SECRETARY OF STATE



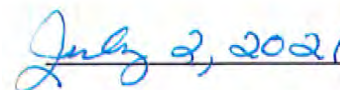
### Award Notification for ARPA Subgrants

<b>Library Name &amp; Address:</b> Apache County Library District 30 S 2nd W St Johns, AZ 85936	<b>State Project Number:</b> 2021 - ARPA - 02	
<b>Project Name:</b> ARPA Allotment	<b>Project Manager:</b> Alice Jo Webb	
<b>CFDA Number:</b> 45.310	<b>Amount Awarded:</b> \$22,258.41	
<b>DUNS:</b> 828977860000	<b>Indirect Cost Rate:</b> 0	
<b>Period of Performance:</b> July 1, 2021 to August 5, 2022	<b>Final Report Due:</b> September 2, 2022	
<b>Contact for ARPA grant questions:</b> Janet "Jaime" Ball, Library Development Administrator	<b>Phone:</b> 602-542-6266	<b>Email:</b> jball@azlibrary.gov

**Enclosures:**

- General Assurances and Certifications
- Internet Safety Certification
- Non-Construction Assurances
- Grant Recipient Information Packet

  
 \_\_\_\_\_  
 Holly Henley, State Librarian & Director of Library Services

  
 \_\_\_\_\_  
 Date

Pros and cons for accepting an ARPA grant in the amount of \$22,258.41.

Agenda item as written:

**Discussion and possible approval to accept an American Rescue Plan Act (ARPA) Grant in the amount of twenty-two thousand two hundred fifty-eight dollars and forty-one cents (\$22,258.41). This grant is administered by the Arizona State Library. There are no matching funds.**

#### **Pros**

- This grant has been awarded to our Library District and will enhance our 2022 budget.
- This is a summary of what we submitted to accomplish with the grant money:

Offer a Computer and Internet Literacy Project, which will provide personnel for basic computer, Internet, and personal device instruction for library patrons who would like to better their skills in these areas. This project will last 10 months and can meet requests from residents throughout the County. Patrons who wish to gain better computer and Internet literacy will be able to receive personal instruction or attend classes in the libraries or in Districts I and II upon request.

#### **Cons**

- I am really not seeing any cons to this grant. All grants take time to implement, and this will take time, but the benefits outweigh this concern.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

10/10/15 2:00 PM

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_ *SD 7/15/12*

Describe in detail what you want to say to the Board and what action you want the Board to take:

Notification of the retirement of Library Director SueAn Stradling-Collins and recognition of her 19 years of service.

BOS Meeting Date Requested \_\_\_\_\_

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

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Reviews completed, item approved for Agenda. Board Clerk's Initials \_\_\_\_\_

## *Apache County Library District*

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*P. O. Box 2760 30 South 2nd West St. Johns, Arizona 85936 928-337-4923 928-337-3960 Fax*

July 2, 2021

Dear Mr. Patterson,

I would like to inform you that I will be retiring effective August 8, 2021.

I have truly enjoyed working for the Apache County Library District. I loved the cataloging (as well as other duties) I was able to do for the first 13 years of my employment with the Library District. I was not seeking the position of County Library Director but had the qualifications to fill the position and have been blessed in many ways during the five years I have held that title. When asked what the best part of my job is, my answer has always been, "The people with which I work." They will definitely be what I miss most. The friendships I have formed will be one of my best take-a-ways.

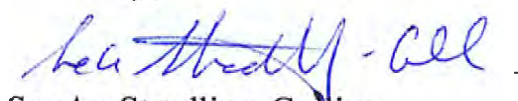
Prior to working for the Library District, I taught at St. Johns High School for 16 years, and one of my greatest joys has been to be able to work with and for former students. I would like to think that maybe I had a small part in the success of these students. It has been a joy to get to work with them as colleagues.

I would like to thank you for the help, support, and opportunities offered me during these years. I would also like to thank you for the laughter. It has meant a great deal.

Please do not hesitate to contact me if help or information is needed in the future.

I am proud to have been a part of the Apache County Government and will continue to be a proud citizen of the County.

Sincerely,



SueAn Stradling-Collins



Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097297	06/30/21	Accounts Payable	AALADIN SOUTHWEST INC	151.01
Open	NBAZ - Warrant Clearing Account	Check	1097298	06/30/21	Accounts Payable	ACE AUTO INC	1,100.00
Open	NBAZ - Warrant Clearing Account	Check	1097299	06/30/21	Accounts Payable	ADVERTISING IDEAS	986.96
Open	NBAZ - Warrant Clearing Account	Check	1097300	06/30/21	Accounts Payable	ALSCO INC	366.20
Open	NBAZ - Warrant Clearing Account	Check	1097301	06/30/21	Accounts Payable	AMAZON CAPITAL SERVICES INC	4,657.85
Open	NBAZ - Warrant Clearing Account	Check	1097302	06/30/21	Accounts Payable	AMAZON COM INC (Health & Library)	305.50
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Open	NBAZ - Warrant Clearing Account	Check	1097305	06/30/21	Accounts Payable	AT&T MOBILITY	69.72
Open	NBAZ - Warrant Clearing Account	Check	1097306	06/30/21	Accounts Payable	AUTOMATED ELECTION SERVICES	4,848.40
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Open	NBAZ - Warrant Clearing Account	Check	1097309	06/30/21	Accounts Payable	AZ SUPREME COURT	27.00
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Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
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Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
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Open	NBAZ - Warrant Clearing Account	Check	1097380	06/30/21	Accounts Payable	NAVAJO WESTERNERS	243.90
Open	NBAZ - Warrant Clearing Account	Check	1097381	06/30/21	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,598.35
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Open	NBAZ - Warrant Clearing Account	Check	1097383	06/30/21	Accounts Payable	NOEL'S INC	703.14
Open	NBAZ - Warrant Clearing Account	Check	1097384	06/30/21	Accounts Payable	NORTHEASTERN ANESTHESIA PLLC	204.77
Open	NBAZ - Warrant Clearing Account	Check	1097385	06/30/21	Accounts Payable	ELEXUS OLLERTON	40.23
Open	NBAZ - Warrant Clearing Account	Check	1097386	06/30/21	Accounts Payable	OMEGA INDUSTRIAL SUPPLY	1,288.19
Open	NBAZ - Warrant Clearing Account	Check	1097387	06/30/21	Accounts Payable	OVERDRIVE INC	2,219.83
Open	NBAZ - Warrant Clearing Account	Check	1097388	06/30/21	Accounts Payable	PACWEST TRADING LLC	78.50
Open	NBAZ - Warrant Clearing Account	Check	1097389	06/30/21	Accounts Payable	RYAN N PATTERSON	32.26
Open	NBAZ - Warrant Clearing Account	Check	1097390	06/30/21	Accounts Payable	DOUGLAS LANCE PEARCE	676.76
Open	NBAZ - Warrant Clearing Account	Check	1097391	06/30/21	Accounts Payable	PERFECT PRINTZ LLC	1,086.29
Open	NBAZ - Warrant Clearing Account	Check	1097392	06/30/21	Accounts Payable	PITNEY BOWES	120.42
Open	NBAZ - Warrant Clearing Account	Check	1097393	06/30/21	Accounts Payable	PREMIUM PROPANE LLC	764.57
Open	NBAZ - Warrant Clearing Account	Check	1097394	06/30/21	Accounts Payable	PREVENT CHILD ABUSE ARIZONA	450.00
Open	NBAZ - Warrant Clearing Account	Check	1097395	06/30/21	Accounts Payable	PROFORCE LAW ENFORCEMENT	48.59
Open	NBAZ - Warrant Clearing Account	Check	1097396	06/30/21	Accounts Payable	QUILL CORP	6,115.33
Open	NBAZ - Warrant Clearing Account	Check	1097397	06/30/21	Accounts Payable	RDO EQUIPMENT CO	8,893.88
Open	NBAZ - Warrant Clearing Account	Check	1097398	06/30/21	Accounts Payable	RESCUE RESPONSE GEAR	3,424.82
Open	NBAZ - Warrant Clearing Account	Check	1097399	06/30/21	Accounts Payable	RHINEHART OIL CO	38,777.10
Open	NBAZ - Warrant Clearing Account	Check	1097400	06/30/21	Accounts Payable	JOHN MICHAEL ROBERTSON	47.51
Open	NBAZ - Warrant Clearing Account	Check	1097401	06/30/21	Accounts Payable	DAVID JULIAN ROMERO	183.87
Open	NBAZ - Warrant Clearing Account	Check	1097402	06/30/21	Accounts Payable	SAFETY KLEEN	131.63
Open	NBAZ - Warrant Clearing Account	Check	1097403	06/30/21	Accounts Payable	SAFEWAY INC	412.33
Open	NBAZ - Warrant Clearing Account	Check	1097404	06/30/21	Accounts Payable	PATRICK J SANDOVAL	867.12
Open	NBAZ - Warrant Clearing Account	Check	1097405	06/30/21	Accounts Payable	SANOFI PASTEUR INC	3,614.24
Open	NBAZ - Warrant Clearing Account	Check	1097406	06/30/21	Accounts Payable	ANALESE SEGOVIA	40.23
Open	NBAZ - Warrant Clearing Account	Check	1097407	06/30/21	Accounts Payable	SIERRA PROPANE	145.45
Open	NBAZ - Warrant Clearing Account	Check	1097408	06/30/21	Accounts Payable	TRAVIS K SIMSHAUSER	76.26
Open	NBAZ - Warrant Clearing Account	Check	1097409	06/30/21	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	243.68
Open	NBAZ - Warrant Clearing Account	Check	1097410	06/30/21	Accounts Payable	SOUTHERN TIRE MART LLC	16,409.90
Open	NBAZ - Warrant Clearing Account	Check	1097411	06/30/21	Accounts Payable	SPARKLETT'S WATER	111.85
Open	NBAZ - Warrant Clearing Account	Check	1097412	06/30/21	Accounts Payable	SPEEDY SALES AND SERVICE	159.00
Open	NBAZ - Warrant Clearing Account	Check	1097413	06/30/21	Accounts Payable	ST JOHNS UNIFIED SCHOOL DIST	36.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097414	06/30/21	Accounts Payable	ST JOHNS UNITED DRUG	68.65
Open	NBAZ - Warrant Clearing Account	Check	1097415	06/30/21	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	212.50
Open	NBAZ - Warrant Clearing Account	Check	1097416	06/30/21	Accounts Payable	STAPLES CREDIT PLAN	152.53
Open	NBAZ - Warrant Clearing Account	Check	1097417	06/30/21	Accounts Payable	JEREL THOMAS	70.00
Open	NBAZ - Warrant Clearing Account	Check	1097418	06/30/21	Accounts Payable	THOMSON REUTERS WEST	473.50
Open	NBAZ - Warrant Clearing Account	Check	1097419	06/30/21	Accounts Payable	REDACTED	625.00
Open	NBAZ - Warrant Clearing Account	Check	1097420	06/30/21	Accounts Payable	SUMMER J TODECHEENE	140.00
Open	NBAZ - Warrant Clearing Account	Check	1097421	06/30/21	Accounts Payable	TRAILRIDERS	353.92
Open	NBAZ - Warrant Clearing Account	Check	1097422	06/30/21	Accounts Payable	TRUCK PRO DBA AZ BRAKE & CLUTCH SUPPLY	1,387.47
Open	NBAZ - Warrant Clearing Account	Check	1097423	06/30/21	Accounts Payable	TRUCKNTOW COM INC	246.13
Open	NBAZ - Warrant Clearing Account	Check	1097424	06/30/21	Accounts Payable	THOMAS C TSO	232.00
Open	NBAZ - Warrant Clearing Account	Check	1097425	06/30/21	Accounts Payable	UNIFIRST CORPORATION	187.38
Open	NBAZ - Warrant Clearing Account	Check	1097426	06/30/21	Accounts Payable	US POSTMASTER	3.15
Open	NBAZ - Warrant Clearing Account	Check	1097427	06/30/21	Accounts Payable	VALLEY AUTO PARTS	16.94
Open	NBAZ - Warrant Clearing Account	Check	1097428	06/30/21	Accounts Payable	VALLEY IMAGING SOLUTIONS	109.38
Open	NBAZ - Warrant Clearing Account	Check	1097429	06/30/21	Accounts Payable	VERIZON WIRELESS	937.27
Open	NBAZ - Warrant Clearing Account	Check	1097430	06/30/21	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	95.69
Open	NBAZ - Warrant Clearing Account	Check	1097431	06/30/21	Accounts Payable	VICTORY SUPPLY LLC	744.67
Open	NBAZ - Warrant Clearing Account	Check	1097432	06/30/21	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	862.80
Open	NBAZ - Warrant Clearing Account	Check	1097433	06/30/21	Accounts Payable	MICHAEL B WHITING	506.00
Open	NBAZ - Warrant Clearing Account	Check	1097434	06/30/21	Accounts Payable	WOODLAND BUILDING CENTER	53.08
Open	NBAZ - Warrant Clearing Account	Check	1097435	06/30/21	Accounts Payable	YAVAPAI COUNTY GOVERNMENT	7,750.00
Open	NBAZ - Warrant Clearing Account	Check	1097436	06/30/21	Accounts Payable	DERRICK YAZZIE	104.00
Open	NBAZ - Warrant Clearing Account	Check	1097437	06/30/21	Accounts Payable	YAZZIE'S AUTO PARTS INC	2,842.11
Open	NBAZ - Warrant Clearing Account	Check	1097438	07/01/21	Accounts Payable	TYRON JENSEN	1,684.15
Open	NBAZ - Warrant Clearing Account	Check	1097439	07/01/21	Accounts Payable	CELESTE ROBERTSON	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1097440	07/01/21	Accounts Payable	PATRICK J SANDOVAL	237.30
Open	NBAZ - Warrant Clearing Account	Check	1097441	07/01/21	Accounts Payable	PITNEY BOWES RESERVE ACCOUNT	5,000.00
Open	NBAZ - Warrant Clearing Account	Check	1097442	07/01/21	Accounts Payable	PATRICK J SANDOVAL	368.00
Open	NBAZ - Warrant Clearing Account	Check	1097443	07/06/21	Accounts Payable	DOMINIQUE CLARK	176.00
Open	NBAZ - Warrant Clearing Account	Check	1097470	07/06/21	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	448.18
Open	NBAZ - Warrant Clearing Account	Check	1097471	07/06/21	Accounts Payable	APACHE COUNTY FSA	851.03
Open	NBAZ - Warrant Clearing Account	Check	1097472	07/06/21	Accounts Payable	APACHE COUNTY HSA	4,164.58
Open	NBAZ - Warrant Clearing Account	Check	1097473	07/06/21	Accounts Payable	APACHE COUNTY MEDICAL	163,386.15
Open	NBAZ - Warrant Clearing Account	Check	1097474	07/06/21	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	133,651.86
Open	NBAZ - Warrant Clearing Account	Check	1097475	07/06/21	Accounts Payable	ASRS LEGACY EORP	8,270.90
Open	NBAZ - Warrant Clearing Account	Check	1097476	07/06/21	Accounts Payable	AZ STATE RETIREMENT SYSTEM	107,385.66
Open	NBAZ - Warrant Clearing Account	Check	1097477	07/06/21	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1097478	07/06/21	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,449.30

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097479	07/06/21	Accounts Payable	CORP DISABILITY	62.04
Open	NBAZ - Warrant Clearing Account	Check	1097480	07/06/21	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,873.86
Open	NBAZ - Warrant Clearing Account	Check	1097481	07/06/21	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	2,080.10
Open	NBAZ - Warrant Clearing Account	Check	1097482	07/06/21	Accounts Payable	EODCRS DISABILITY	6.14
Open	NBAZ - Warrant Clearing Account	Check	1097483	07/06/21	Accounts Payable	EORP LEGACY	1,360.17
Open	NBAZ - Warrant Clearing Account	Check	1097484	07/06/21	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1097485	07/06/21	Accounts Payable	GURSTEL LAW FIRM PC	251.68
Open	NBAZ - Warrant Clearing Account	Check	1097486	07/06/21	Accounts Payable	NATIONWIDE	1,901.78
Open	NBAZ - Warrant Clearing Account	Check	1097487	07/06/21	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
Open	NBAZ - Warrant Clearing Account	Check	1097488	07/06/21	Accounts Payable	NATIONWIDE TRUST FSB	3,661.86
Open	NBAZ - Warrant Clearing Account	Check	1097489	07/06/21	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	13,443.69
Open	NBAZ - Warrant Clearing Account	Check	1097490	07/06/21	Accounts Payable	PUBLIC SAFETY SHERIFF RET	8,341.44
Open	NBAZ - Warrant Clearing Account	Check	1097491	07/06/21	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1097492	07/06/21	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	Check	1097493	07/06/21	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,051.50
Open	NBAZ - Warrant Clearing Account	Check	1097494	07/06/21	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	360.78
Open	NBAZ - Warrant Clearing Account	Check	1097495	07/07/21	Accounts Payable	AMIGO CHEVROLET	126.06
Open	NBAZ - Warrant Clearing Account	Check	1097496	07/07/21	Accounts Payable	ARIZONA ASSOC OF ASSESSING OFFICERS	450.00
Open	NBAZ - Warrant Clearing Account	Check	1097497	07/07/21	Accounts Payable	ARIZONA ELEVATOR SOLUTIONS INC	2,963.00
Open	NBAZ - Warrant Clearing Account	Check	1097498	07/07/21	Accounts Payable	ARTHUR J GALLAGHER & CO INSURANCE BROKERS OF CA IN	36,636.00
Open	NBAZ - Warrant Clearing Account	Check	1097499	07/07/21	Accounts Payable	ASHTONS REPAIR INC	98.19
Open	NBAZ - Warrant Clearing Account	Check	1097500	07/07/21	Accounts Payable	AZ NARCOTICS OFFICERS ASSN	1,875.00
Open	NBAZ - Warrant Clearing Account	Check	1097501	07/07/21	Accounts Payable	LUCINDA A BALOO	48.16
Open	NBAZ - Warrant Clearing Account	Check	1097502	07/07/21	Accounts Payable	MARLEITA BEGAY	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097503	07/07/21	Accounts Payable	DAWN MICHELLE BEUS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097504	07/07/21	Accounts Payable	JIMICA LYNN BIGMAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097505	07/07/21	Accounts Payable	SANDRA L BLANSETT	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097506	07/07/21	Accounts Payable	BLUE HILLS ENVIRONMENTAL	305.22
Open	NBAZ - Warrant Clearing Account	Check	1097507	07/07/21	Accounts Payable	BETH BOND	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097508	07/07/21	Accounts Payable	JARROD C BROOKS	101.85
Open	NBAZ - Warrant Clearing Account	Check	1097509	07/07/21	Accounts Payable	DEVIN BROWN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097510	07/07/21	Accounts Payable	CENGAGE LEARNING INC	4,242.22
Open	NBAZ - Warrant Clearing Account	Check	1097511	07/07/21	Accounts Payable	CIVIC RESEARCH INSTITUTE	179.95
Open	NBAZ - Warrant Clearing Account	Check	1097512	07/07/21	Accounts Payable	CLIFF CASTLE CASINO HOTEL	15,826.80
Open	NBAZ - Warrant Clearing Account	Check	1097513	07/07/21	Accounts Payable	COREMR LC	370.00
Open	NBAZ - Warrant Clearing Account	Check	1097514	07/07/21	Accounts Payable	ROGER STUART CURTIS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097515	07/07/21	Accounts Payable	DAVIS TRUE VALUE HARDWARE	60.62
Open	NBAZ - Warrant Clearing Account	Check	1097516	07/07/21	Accounts Payable	JOSEPH DEDMAN JR	88.00
Open	NBAZ - Warrant Clearing Account	Check	1097517	07/07/21	Accounts Payable	EBSCO SUBSCRIPTION SERVICES	2,242.87

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097518	07/07/21	Accounts Payable	TAMARA SUE ELLSWORTH	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097519	07/07/21	Accounts Payable	BRANDY FULLEN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097520	07/07/21	Accounts Payable	RUBEN C GARCIA JR.	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097521	07/07/21	Accounts Payable	SAMUEL TODD GARDNER	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097522	07/07/21	Accounts Payable	DARYL GREER	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097523	07/07/21	Accounts Payable	GREER COMMUNITY FACILITIES	863.84
Open	NBAZ - Warrant Clearing Account	Check	1097524	07/07/21	Accounts Payable	MARSHA ANN GREGORY	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097525	07/07/21	Accounts Payable	KLINT HEAP	225.00
Open	NBAZ - Warrant Clearing Account	Check	1097526	07/07/21	Accounts Payable	ROSCOE GEORGE HERRERA	88.00
Open	NBAZ - Warrant Clearing Account	Check	1097527	07/07/21	Accounts Payable	MEGAN L HILL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097528	07/07/21	Accounts Payable	HILL AZ GROCERY STORE	28.33
Open	NBAZ - Warrant Clearing Account	Check	1097529	07/07/21	Accounts Payable	ANNELL R HOUNSHELL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097530	07/07/21	Accounts Payable	BO HOUNSHELL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097531	07/07/21	Accounts Payable	INFOUSA MARKETING INC (DATA AXLE INC)	1,303.48
Open	NBAZ - Warrant Clearing Account	Check	1097532	07/07/21	Accounts Payable	INTERNATIONAL ASSOCIATION OF ASSESSING OFFICERS IA	1,290.00
Open	NBAZ - Warrant Clearing Account	Check	1097533	07/07/21	Accounts Payable	TYRON JENSEN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097534	07/07/21	Accounts Payable	LARRY TRAVIS HEAP	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097535	07/07/21	Accounts Payable	MICHAEL LATHAM	66.81
Open	NBAZ - Warrant Clearing Account	Check	1097536	07/07/21	Accounts Payable	CHEYANNE CIARA LITTLEMAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097537	07/07/21	Accounts Payable	SHAWNA MARIE LLAMAS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097538	07/07/21	Accounts Payable	DEENA CHRISTINE MATTICE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097539	07/07/21	Accounts Payable	CHRIS MCCARTHY	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097540	07/07/21	Accounts Payable	METRASENS INC	5,444.09
Open	NBAZ - Warrant Clearing Account	Check	1097541	07/07/21	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	724.28
Open	NBAZ - Warrant Clearing Account	Check	1097542	07/07/21	Accounts Payable	LEHI MONTIERTH	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097543	07/07/21	Accounts Payable	ALANE M MOORE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097544	07/07/21	Accounts Payable	REITA MOORE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097545	07/07/21	Accounts Payable	DIANA M MORGAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097546	07/07/21	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	120.00
Open	NBAZ - Warrant Clearing Account	Check	1097547	07/07/21	Accounts Payable	TEDDY MILES NEWMAN	150.00
Open	NBAZ - Warrant Clearing Account	Check	1097548	07/07/21	Accounts Payable	FLORA NEZ	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097549	07/07/21	Accounts Payable	CAMDYN NICOLL	15.00
Open	NBAZ - Warrant Clearing Account	Check	1097550	07/07/21	Accounts Payable	OCLC INC	3,038.26
Open	NBAZ - Warrant Clearing Account	Check	1097551	07/07/21	Accounts Payable	ELEXUS OLLERTON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097552	07/07/21	Accounts Payable	TOBIE KLIESSEN OVERSON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097553	07/07/21	Accounts Payable	DENNIELLE PATTERSON	150.00
Open	NBAZ - Warrant Clearing Account	Check	1097554	07/07/21	Accounts Payable	RYAN N PATTERSON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097555	07/07/21	Accounts Payable	PERFECT PRINTZ LLC	458.47
Open	NBAZ - Warrant Clearing Account	Check	1097556	07/07/21	Accounts Payable	PREMIER DRY CLEANING	40.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097557	07/07/21	Accounts Payable	PROQUEST LLC	1,513.46
Open	NBAZ - Warrant Clearing Account	Check	1097558	07/07/21	Accounts Payable	QUILL CORP	214.36
Open	NBAZ - Warrant Clearing Account	Check	1097559	07/07/21	Accounts Payable	RHINEHART OIL CO	1,878.00
Open	NBAZ - Warrant Clearing Account	Check	1097560	07/07/21	Accounts Payable	KODY RICHARDSON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097561	07/07/21	Accounts Payable	CELESTE ROBERTSON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097562	07/07/21	Accounts Payable	JOHN MICHAEL ROBERTSON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097563	07/07/21	Accounts Payable	DAVID JULIAN ROMERO	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097564	07/07/21	Accounts Payable	ALEXANDRA NICOLA A RUPP	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097565	07/07/21	Accounts Payable	PATRICK J SANDOVAL	106.00
Open	NBAZ - Warrant Clearing Account	Check	1097566	07/07/21	Accounts Payable	SECURUS TECHNOLOGIES INC	1,766.52
Open	NBAZ - Warrant Clearing Account	Check	1097567	07/07/21	Accounts Payable	ANALESE SEGOVIA	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097568	07/07/21	Accounts Payable	SEM APPLICATIONS INC	102.00
Open	NBAZ - Warrant Clearing Account	Check	1097569	07/07/21	Accounts Payable	ALTON JOE SHEPHERD	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097570	07/07/21	Accounts Payable	LANNY B SHERRILL	225.00
Open	NBAZ - Warrant Clearing Account	Check	1097571	07/07/21	Accounts Payable	JOE SHIRLEY JR	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097572	07/07/21	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	54.14
Open	NBAZ - Warrant Clearing Account	Check	1097573	07/07/21	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	1,516.63
Open	NBAZ - Warrant Clearing Account	Check	1097574	07/07/21	Accounts Payable	CHERYL STRADLING	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097575	07/07/21	Accounts Payable	REED D STRADLING	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097576	07/07/21	Accounts Payable	SUEAN STRADLING-COLLINS	100.00
Open	NBAZ - Warrant Clearing Account	Check	1097577	07/07/21	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	239.56
Open	NBAZ - Warrant Clearing Account	Check	1097578	07/07/21	Accounts Payable	JEREL THOMAS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097579	07/07/21	Accounts Payable	TRANSUNION RISK & ALTERNATIVE DATA SOLUTIONS INC	81.83
Open	NBAZ - Warrant Clearing Account	Check	1097580	07/07/21	Accounts Payable	DELANA WAITE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097581	07/07/21	Accounts Payable	DODEE WALLACE	225.00
Open	NBAZ - Warrant Clearing Account	Check	1097582	07/07/21	Accounts Payable	THOMAS CARDON WEBB	150.00
Open	NBAZ - Warrant Clearing Account	Check	1097583	07/07/21	Accounts Payable	ASHLEY WHITING	85.05
Open	NBAZ - Warrant Clearing Account	Check	1097584	07/07/21	Accounts Payable	JOYCLYNN WHITING	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097585	07/07/21	Accounts Payable	MICHAEL B WHITING	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097586	07/07/21	Accounts Payable	JOSEPH YOUNG	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097587	07/07/21	Accounts Payable	IVAN D ZHELEV	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097588	07/07/21	Accounts Payable	ALLEGRA	498.78
Open	NBAZ - Warrant Clearing Account	Check	1097589	07/07/21	Accounts Payable	ALSCO INC	632.28
Open	NBAZ - Warrant Clearing Account	Check	1097590	07/07/21	Accounts Payable	AMAZON CAPITAL SERVICES INC	8,930.15
Open	NBAZ - Warrant Clearing Account	Check	1097591	07/07/21	Accounts Payable	AMERIGAS - GALLUP	69.99
Open	NBAZ - Warrant Clearing Account	Check	1097592	07/07/21	Accounts Payable	AMIGO CHEVROLET	870.80
Open	NBAZ - Warrant Clearing Account	Check	1097593	07/07/21	Accounts Payable	JANENE ANDERSON	39.24
Open	NBAZ - Warrant Clearing Account	Check	1097594	07/07/21	Accounts Payable	APACHE COUNTY	261.97
Open	NBAZ - Warrant Clearing Account	Check	1097595	07/07/21	Accounts Payable	ASHTONS REPAIR INC	98.83

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097596	07/07/21	Accounts Payable	AVERYS BQ	750.46
Open	NBAZ - Warrant Clearing Account	Check	1097597	07/07/21	Accounts Payable	AZ ASSN OF COUNTY SCHOOL SUPERINTENDENTS	2,500.00
Open	NBAZ - Warrant Clearing Account	Check	1097598	07/07/21	Accounts Payable	BASHAS' CORPORATE OFFICE	150.17
Open	NBAZ - Warrant Clearing Account	Check	1097599	07/07/21	Accounts Payable	BASIN PUMP AND SUPPLY CO INC	240.76
Open	NBAZ - Warrant Clearing Account	Check	1097600	07/07/21	Accounts Payable	BAUMAN HOME AND AUTO INC	250.73
Open	NBAZ - Warrant Clearing Account	Check	1097601	07/07/21	Accounts Payable	JARROD C BROOKS	173.00
Open	NBAZ - Warrant Clearing Account	Check	1097602	07/07/21	Accounts Payable	BURNHAM MORTUARY	414.41
Open	NBAZ - Warrant Clearing Account	Check	1097603	07/07/21	Accounts Payable	BURNHAM MORTUARY	448.78
Open	NBAZ - Warrant Clearing Account	Check	1097604	07/07/21	Accounts Payable	BURNHAM MORTUARY	1,000.00
Open	NBAZ - Warrant Clearing Account	Check	1097605	07/07/21	Accounts Payable	CANDLEWOOD SUITES TUCSON	77.31
Open	NBAZ - Warrant Clearing Account	Check	1097606	07/07/21	Accounts Payable	CEDAR GROVE WATER CO	82.48
Open	NBAZ - Warrant Clearing Account	Check	1097607	07/07/21	Accounts Payable	CELLULAR ONE NE AZ	94.22
Open	NBAZ - Warrant Clearing Account	Check	1097608	07/07/21	Accounts Payable	CHANGEPOINT INTEGRATED HEALTH	3,300.00
Open	NBAZ - Warrant Clearing Account	Check	1097609	07/07/21	Accounts Payable	CONTRACT PHARMACY SERVICES INC	4,532.47
Open	NBAZ - Warrant Clearing Account	Check	1097610	07/07/21	Accounts Payable	COWBOY UP HAY AND RANCH SUPPLY	648.33
Open	NBAZ - Warrant Clearing Account	Check	1097611	07/07/21	Accounts Payable	CRESCENT ELECTRIC SUPPLY CO	469.46
Open	NBAZ - Warrant Clearing Account	Check	1097612	07/07/21	Accounts Payable	ROGER STUART CURTIS	168.56
Open	NBAZ - Warrant Clearing Account	Check	1097613	07/07/21	Accounts Payable	CUSTOM INK	803.33
Open	NBAZ - Warrant Clearing Account	Check	1097614	07/07/21	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	122.21
Open	NBAZ - Warrant Clearing Account	Check	1097615	07/07/21	Accounts Payable	DIRECTV LLC	81.99
Open	NBAZ - Warrant Clearing Account	Check	1097616	07/07/21	Accounts Payable	DISH NETWORK	126.15
Open	NBAZ - Warrant Clearing Account	Check	1097617	07/07/21	Accounts Payable	BEN DUGDALE	100.56
Open	NBAZ - Warrant Clearing Account	Check	1097618	07/07/21	Accounts Payable	FERGUSON PREHUNG DOORS INC	1,518.02
Open	NBAZ - Warrant Clearing Account	Check	1097619	07/07/21	Accounts Payable	FLEET PRIDE	318.07
Open	NBAZ - Warrant Clearing Account	Check	1097620	07/07/21	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	7,110.27
Open	NBAZ - Warrant Clearing Account	Check	1097621	07/07/21	Accounts Payable	FRONTIER	171.69
Open	NBAZ - Warrant Clearing Account	Check	1097622	07/07/21	Accounts Payable	FRONTIER	104.75
Open	NBAZ - Warrant Clearing Account	Check	1097623	07/07/21	Accounts Payable	FRONTIER	228.61
Open	NBAZ - Warrant Clearing Account	Check	1097624	07/07/21	Accounts Payable	FRONTIER	83.92
Open	NBAZ - Warrant Clearing Account	Check	1097625	07/07/21	Accounts Payable	FX TACTICAL LLC	198.86
Open	NBAZ - Warrant Clearing Account	Check	1097626	07/07/21	Accounts Payable	GALL'S INC	869.34
Open	NBAZ - Warrant Clearing Account	Check	1097627	07/07/21	Accounts Payable	GALLUP LUMBER & SUPPLY	376.21
Open	NBAZ - Warrant Clearing Account	Check	1097628	07/07/21	Accounts Payable	PEYTON HADLOCK	25.00
Open	NBAZ - Warrant Clearing Account	Check	1097629	07/07/21	Accounts Payable	RYDER HADLOCK	42.50
Open	NBAZ - Warrant Clearing Account	Check	1097630	07/07/21	Accounts Payable	HILL AZ GROCERY STORE	123.14
Open	NBAZ - Warrant Clearing Account	Check	1097631	07/07/21	Accounts Payable	HILLYARD/FLAGSTAFF	1,896.40
Open	NBAZ - Warrant Clearing Account	Check	1097632	07/07/21	Accounts Payable	HOME DEPOT	493.52
Open	NBAZ - Warrant Clearing Account	Check	1097633	07/07/21	Accounts Payable	BO HOUNSHELL	600.00
Open	NBAZ - Warrant Clearing Account	Check	1097634	07/07/21	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	224.41

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097635	07/07/21	Accounts Payable	INGRAM LIBRARY SERVICES	86.70
Open	NBAZ - Warrant Clearing Account	Check	1097636	07/07/21	Accounts Payable	MICHAEL LATHAM	78.54
Open	NBAZ - Warrant Clearing Account	Check	1097637	07/07/21	Accounts Payable	MIKAILAH AUTUMN LEFEVRE	21.84
Open	NBAZ - Warrant Clearing Account	Check	1097638	07/07/21	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	62.34
Open	NBAZ - Warrant Clearing Account	Check	1097639	07/07/21	Accounts Payable	LINGO	138.85
Open	NBAZ - Warrant Clearing Account	Check	1097640	07/07/21	Accounts Payable	PEYTON LOWE	15.00
Open	NBAZ - Warrant Clearing Account	Check	1097641	07/07/21	Accounts Payable	LYNN PEAVEY COMPANY	335.00
Open	NBAZ - Warrant Clearing Account	Check	1097642	07/07/21	Accounts Payable	MARDY MANNING	185.00
Open	NBAZ - Warrant Clearing Account	Check	1097643	07/07/21	Accounts Payable	MACKENZIE MARIE MERRILL	643.95
Open	NBAZ - Warrant Clearing Account	Check	1097644	07/07/21	Accounts Payable	MOORE LAW PLLC	824.00
Open	NBAZ - Warrant Clearing Account	Check	1097645	07/07/21	Accounts Payable	MOUNTAIN COMFORT HEATING AND COOLING	21,083.38
Open	NBAZ - Warrant Clearing Account	Check	1097646	07/07/21	Accounts Payable	NAPA	27.91
Open	NBAZ - Warrant Clearing Account	Check	1097647	07/07/21	Accounts Payable	NAVAJO TRACTOR SALES INC	695.00
Open	NBAZ - Warrant Clearing Account	Check	1097648	07/07/21	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	601.79
Open	NBAZ - Warrant Clearing Account	Check	1097649	07/07/21	Accounts Payable	NAVAJO WESTERNERS	10.59
Open	NBAZ - Warrant Clearing Account	Check	1097650	07/07/21	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	6,125.32
Open	NBAZ - Warrant Clearing Account	Check	1097651	07/07/21	Accounts Payable	CHELSIE NELSON	30.00
Open	NBAZ - Warrant Clearing Account	Check	1097652	07/07/21	Accounts Payable	NEWMAN SIGNS INC	6,714.43
Open	NBAZ - Warrant Clearing Account	Check	1097653	07/07/21	Accounts Payable	NICK D PATTON ATTORNEY AT LAW PLLC	264.00
Open	NBAZ - Warrant Clearing Account	Check	1097654	07/07/21	Accounts Payable	CAMDYN NICOLL	15.00
Open	NBAZ - Warrant Clearing Account	Check	1097655	07/07/21	Accounts Payable	HALEY RHAЕ NICOLL	287.76
Open	NBAZ - Warrant Clearing Account	Check	1097656	07/07/21	Accounts Payable	LAYNE DAVIS NICOLL	30.00
Open	NBAZ - Warrant Clearing Account	Check	1097657	07/07/21	Accounts Payable	NORCHEM DRUG TESTING LAB (CORDANT)	220.80
Open	NBAZ - Warrant Clearing Account	Check	1097658	07/07/21	Accounts Payable	NORTHLAND INVESTIGATIONS LLC	225.00
Open	NBAZ - Warrant Clearing Account	Check	1097659	07/07/21	Accounts Payable	OCCUPATIONAL SAFETY SERVICES	56.00
Open	NBAZ - Warrant Clearing Account	Check	1097660	07/07/21	Accounts Payable	OVERDRIVE INC	674.42
Open	NBAZ - Warrant Clearing Account	Check	1097661	07/07/21	Accounts Payable	PERFECT PRINTZ LLC	207.20
Open	NBAZ - Warrant Clearing Account	Check	1097662	07/07/21	Accounts Payable	MERIK G PETTIT	30.00
Open	NBAZ - Warrant Clearing Account	Check	1097663	07/07/21	Accounts Payable	PHIL STRATTON ELECTRIC IN	1,225.00
Open	NBAZ - Warrant Clearing Account	Check	1097664	07/07/21	Accounts Payable	PICO'S IRRIGATION & LANDSCAPE	1,190.46
Open	NBAZ - Warrant Clearing Account	Check	1097665	07/07/21	Accounts Payable	RANDOLPH PLATT DDS	303.00
Open	NBAZ - Warrant Clearing Account	Check	1097666	07/07/21	Accounts Payable	PRECISION DYNAMICS CORP	375.90
Open	NBAZ - Warrant Clearing Account	Check	1097667	07/07/21	Accounts Payable	PRIDE GROUP LLC	2,468.61
Open	NBAZ - Warrant Clearing Account	Check	1097668	07/07/21	Accounts Payable	QUALITY VANS & SPECIALTY VEHICLES	42,000.00
Open	NBAZ - Warrant Clearing Account	Check	1097669	07/07/21	Accounts Payable	QUILL CORP	4,521.71
Open	NBAZ - Warrant Clearing Account	Check	1097670	07/07/21	Accounts Payable	RDO EQUIPMENT CO	212.24
Open	NBAZ - Warrant Clearing Account	Check	1097671	07/07/21	Accounts Payable	RICOH USA INC	320.03
Open	NBAZ - Warrant Clearing Account	Check	1097672	07/07/21	Accounts Payable	GLENDA LANAE ROMNEY	2,467.50
Open	NBAZ - Warrant Clearing Account	Check	1097673	07/07/21	Accounts Payable	SAFeway INC	61.14

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097674	07/07/21	Accounts Payable	PATRICK J SANDOVAL	42.00
Open	NBAZ - Warrant Clearing Account	Check	1097675	07/07/21	Accounts Payable	AMBER SASSI	30.00
Open	NBAZ - Warrant Clearing Account	Check	1097676	07/07/21	Accounts Payable	JOE SHIRLEY JR	191.44
Open	NBAZ - Warrant Clearing Account	Check	1097677	07/07/21	Accounts Payable	SIGN VISION	572.40
Open	NBAZ - Warrant Clearing Account	Check	1097678	07/07/21	Accounts Payable	ST JOHNS CITY	749.59
Open	NBAZ - Warrant Clearing Account	Check	1097679	07/07/21	Accounts Payable	SUN GLASS LLC	200.02
Open	NBAZ - Warrant Clearing Account	Check	1097680	07/07/21	Accounts Payable	SWBRA AZ01	500.00
Open	NBAZ - Warrant Clearing Account	Check	1097681	07/07/21	Accounts Payable	MICHAEL LAWRENCE TATUM	483.24
Open	NBAZ - Warrant Clearing Account	Check	1097682	07/07/21	Accounts Payable	TEN COW COMPANY INC	380.79
Open	NBAZ - Warrant Clearing Account	Check	1097683	07/07/21	Accounts Payable	TOTAL NETWORK & TELECOM SOLUTIONS LLC	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097684	07/07/21	Accounts Payable	TOWN OF EAGAR	243.39
Open	NBAZ - Warrant Clearing Account	Check	1097685	07/07/21	Accounts Payable	TRIPLE R FUELS	5.00
Open	NBAZ - Warrant Clearing Account	Check	1097686	07/07/21	Accounts Payable	DEJA TSOSIE	30.00
Open	NBAZ - Warrant Clearing Account	Check	1097687	07/07/21	Accounts Payable	UNIFIRST CORPORATION	187.72
Open	NBAZ - Warrant Clearing Account	Check	1097688	07/07/21	Accounts Payable	VALLEY AUTO PARTS	312.70
Open	NBAZ - Warrant Clearing Account	Check	1097689	07/07/21	Accounts Payable	VERIZON WIRELESS	61.08
Open	NBAZ - Warrant Clearing Account	Check	1097690	07/07/21	Accounts Payable	WAGNER EQUIPMENT CO	1,026.46
Open	NBAZ - Warrant Clearing Account	Check	1097691	07/07/21	Accounts Payable	VERLYN DEAN WALKER	91.00
Open	NBAZ - Warrant Clearing Account	Check	1097692	07/07/21	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	309.08
Open	NBAZ - Warrant Clearing Account	Check	1097693	07/07/21	Accounts Payable	ADDISON WHITING	10.00
Open	NBAZ - Warrant Clearing Account	Check	1097694	07/07/21	Accounts Payable	ANDI WHITING	10.00
Open	NBAZ - Warrant Clearing Account	Check	1097695	07/07/21	Accounts Payable	ASHLEY WHITING	300.71
Open	NBAZ - Warrant Clearing Account	Check	1097696	07/07/21	Accounts Payable	GARRET LEE WHITING	679.44
Open	NBAZ - Warrant Clearing Account	Check	1097697	07/07/21	Accounts Payable	WOODLAND BUILDING CENTER	1,874.23
Open	NBAZ - Warrant Clearing Account	Check	1097698	07/07/21	Accounts Payable	WRIGHT EXPRESS FSC WEX	3,932.37
Open	NBAZ - Warrant Clearing Account	Check	1097699	07/07/21	Accounts Payable	XEROX CORP	188.71
Open	NBAZ - Warrant Clearing Account	Check	1097700	07/07/21	Accounts Payable	YAZZIE'S AUTO PARTS INC	1,230.63
Open	NBAZ - Warrant Clearing Account	Check	1097701	07/07/21	Accounts Payable	JAY YELLOWHORSE	536.56
Open	NBAZ - Warrant Clearing Account	Check	1097703	07/08/21	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	24.31
Open	NBAZ - Warrant Clearing Account	Check	1097704	07/08/21	Accounts Payable	AZ STATE RETIREMENT SYSTEM	37.68
Open	NBAZ - Warrant Clearing Account	Check	1097705	07/08/21	Accounts Payable	BRADLEY R. JOHNSON, M.D., P.L.L.C.	2,199.00
Open	NBAZ - Warrant Clearing Account	Check	1097706	07/08/21	Accounts Payable	DARYL GREER	698.30
Open	NBAZ - Warrant Clearing Account	Check	1097707	07/08/21	Accounts Payable	NATIONAL BANK	20,959.72
Open	NBAZ - Warrant Clearing Account	Check	1097708	07/08/21	Accounts Payable	NATIONAL BANK OF ARIZONA 1389	927.60
Open	NBAZ - Warrant Clearing Account	Check	1097709	07/08/21	Accounts Payable	NATIONAL BANK OF ARIZONA 0285	658.49
Open	NBAZ - Warrant Clearing Account	Check	1097710	07/08/21	Accounts Payable	NICOLL CONSTRUCTION LLC	132,065.15
Open	NBAZ - Warrant Clearing Account	Check	1097711	07/08/21	Accounts Payable	JOHN MICHAEL ROBERTSON	538.58
Open	NBAZ - Warrant Clearing Account	Check	1097712	07/08/21	Accounts Payable	ASIANO M VALLEJOS	90.00
Open	NBAZ - Warrant Clearing Account	Check	1097713	07/08/21	Accounts Payable	MICHAEL B WHITING	19.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097714	07/14/21	Accounts Payable	4IMPRINT	1,766.54
Open	NBAZ - Warrant Clearing Account	Check	1097715	07/14/21	Accounts Payable	ADVERTISING IDEAS	494.19
Open	NBAZ - Warrant Clearing Account	Check	1097716	07/14/21	Accounts Payable	ALL SHADE WINDOW TINTING	11,834.67
Open	NBAZ - Warrant Clearing Account	Check	1097717	07/14/21	Accounts Payable	ALPINE WATER AND SANITARY	99.76
Open	NBAZ - Warrant Clearing Account	Check	1097718	07/14/21	Accounts Payable	AMAZON CAPITAL SERVICES INC	763.72
Open	NBAZ - Warrant Clearing Account	Check	1097719	07/14/21	Accounts Payable	CHARLI A ANDERSON	299.60
Open	NBAZ - Warrant Clearing Account	Check	1097720	07/14/21	Accounts Payable	APACHE COUNTY	20.84
Open	NBAZ - Warrant Clearing Account	Check	1097721	07/14/21	Accounts Payable	APACHE COUNTY	7.09
Open	NBAZ - Warrant Clearing Account	Check	1097722	07/14/21	Accounts Payable	ARIZONA POLICE PSYCHOLOGY PLLC	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097723	07/14/21	Accounts Payable	AT&T MOBILITY	126.90
Open	NBAZ - Warrant Clearing Account	Check	1097724	07/14/21	Accounts Payable	LUCINDA L ATTAKAI	180.42
Open	NBAZ - Warrant Clearing Account	Check	1097725	07/14/21	Accounts Payable	AXIS FORENSIC TOXICOLOGY	353.00
Open	NBAZ - Warrant Clearing Account	Check	1097726	07/14/21	Accounts Payable	AZ COUNTIES INSURANCE POOL	7,211.70
Open	NBAZ - Warrant Clearing Account	Check	1097727	07/14/21	Accounts Payable	AZ COUNTIES WORKERS COMPENSATION PLAN	61,292.79
Open	NBAZ - Warrant Clearing Account	Check	1097728	07/14/21	Accounts Payable	AZ DEPT OF RISK MANAGEMENT	1,115.00
Open	NBAZ - Warrant Clearing Account	Check	1097729	07/14/21	Accounts Payable	BASHAS' CORPORATE OFFICE	339.41
Open	NBAZ - Warrant Clearing Account	Check	1097730	07/14/21	Accounts Payable	BASIN BROADCASTIN COMPANY INC - KNDN RADIO	825.00
Open	NBAZ - Warrant Clearing Account	Check	1097731	07/14/21	Accounts Payable	BAUMAN HOME AND AUTO INC	206.44
Open	NBAZ - Warrant Clearing Account	Check	1097732	07/14/21	Accounts Payable	BLUE HILLS ENVIRONMENTAL	31.00
Open	NBAZ - Warrant Clearing Account	Check	1097733	07/14/21	Accounts Payable	GLORIA BOWMAN	170.03
Open	NBAZ - Warrant Clearing Account	Check	1097734	07/14/21	Accounts Payable	BURNHAM MORTUARY	600.00
Open	NBAZ - Warrant Clearing Account	Check	1097735	07/14/21	Accounts Payable	BURNHAM MORTUARY	825.00
Open	NBAZ - Warrant Clearing Account	Check	1097736	07/14/21	Accounts Payable	CELLULAR ONE NE AZ	251.41
Open	NBAZ - Warrant Clearing Account	Check	1097737	07/14/21	Accounts Payable	CONTINUOUS RAINGUTTER SYSTEMS	1,579.89
Open	NBAZ - Warrant Clearing Account	Check	1097738	07/14/21	Accounts Payable	CORONADO LAW FIRM PLLC	2,046.00
Open	NBAZ - Warrant Clearing Account	Check	1097739	07/14/21	Accounts Payable	CORRECTCARE INTEGRATED HEALTH INC	144.00
Open	NBAZ - Warrant Clearing Account	Check	1097740	07/14/21	Accounts Payable	ERIN LEA CURTIS	194.40
Open	NBAZ - Warrant Clearing Account	Check	1097741	07/14/21	Accounts Payable	DIAMOND C FEEDS	174.00
Open	NBAZ - Warrant Clearing Account	Check	1097742	07/14/21	Accounts Payable	DISH NETWORK	83.51
Open	NBAZ - Warrant Clearing Account	Check	1097743	07/14/21	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	71.49
Open	NBAZ - Warrant Clearing Account	Check	1097744	07/14/21	Accounts Payable	FRONTIER	1,887.31
Open	NBAZ - Warrant Clearing Account	Check	1097745	07/14/21	Accounts Payable	FRONTIER	210.21
Open	NBAZ - Warrant Clearing Account	Check	1097746	07/14/21	Accounts Payable	FRONTIER	131.96
Open	NBAZ - Warrant Clearing Account	Check	1097747	07/14/21	Accounts Payable	FRONTIER	175.56
Open	NBAZ - Warrant Clearing Account	Check	1097748	07/14/21	Accounts Payable	FRONTIER	182.43
Open	NBAZ - Warrant Clearing Account	Check	1097749	07/14/21	Accounts Payable	FRONTIER	118.53
Open	NBAZ - Warrant Clearing Account	Check	1097750	07/14/21	Accounts Payable	FRONTIER	187.06
Open	NBAZ - Warrant Clearing Account	Check	1097751	07/14/21	Accounts Payable	FRONTIER	176.49
Open	NBAZ - Warrant Clearing Account	Check	1097752	07/14/21	Accounts Payable	FRONTIER	176.16

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097753	07/14/21	Accounts Payable	FRONTIER	187.79
Open	NBAZ - Warrant Clearing Account	Check	1097754	07/14/21	Accounts Payable	FRONTIER	822.77
Open	NBAZ - Warrant Clearing Account	Check	1097755	07/14/21	Accounts Payable	FUTURE TIRE	1,230.37
Open	NBAZ - Warrant Clearing Account	Check	1097756	07/14/21	Accounts Payable	GALLUP WATER WORKS	14.00
Open	NBAZ - Warrant Clearing Account	Check	1097757	07/14/21	Accounts Payable	ADRIANA C GILLESPIE	270.00
Open	NBAZ - Warrant Clearing Account	Check	1097758	07/14/21	Accounts Payable	KLINT HEAP	1,434.24
Open	NBAZ - Warrant Clearing Account	Check	1097759	07/14/21	Accounts Payable	HIGH COUNTRY PROPANE	1,515.20
Open	NBAZ - Warrant Clearing Account	Check	1097760	07/14/21	Accounts Payable	HORNE AUTO CENTER INC	2,160.53
Open	NBAZ - Warrant Clearing Account	Check	1097761	07/14/21	Accounts Payable	STEPHEN W KIZER	38.17
Open	NBAZ - Warrant Clearing Account	Check	1097762	07/14/21	Accounts Payable	KONICA MINOLTA	39.32
Open	NBAZ - Warrant Clearing Account	Check	1097763	07/14/21	Accounts Payable	LANGUAGE LINE SERVICES INC	18.06
Open	NBAZ - Warrant Clearing Account	Check	1097764	07/14/21	Accounts Payable	LARSON WASTE INC	119.95
Open	NBAZ - Warrant Clearing Account	Check	1097765	07/14/21	Accounts Payable	MICHAEL LATHAM	834.08
Open	NBAZ - Warrant Clearing Account	Check	1097766	07/14/21	Accounts Payable	LEGATE, PENROD & ASSOCIATES	5,936.00
Open	NBAZ - Warrant Clearing Account	Check	1097767	07/14/21	Accounts Payable	LIVCO WATER & SEWER COMPANY	29.73
Open	NBAZ - Warrant Clearing Account	Check	1097768	07/14/21	Accounts Payable	MONNIT CORPORATION	252.93
Open	NBAZ - Warrant Clearing Account	Check	1097769	07/14/21	Accounts Payable	JASON WAYNE MOORE	75.13
Open	NBAZ - Warrant Clearing Account	Check	1097770	07/14/21	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	98.42
Open	NBAZ - Warrant Clearing Account	Check	1097771	07/14/21	Accounts Payable	NAVAJO WESTERNERS	117.58
Open	NBAZ - Warrant Clearing Account	Check	1097772	07/14/21	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,631.49
Open	NBAZ - Warrant Clearing Account	Check	1097773	07/14/21	Accounts Payable	NEWMAN SIGNS INC	2,179.50
Open	NBAZ - Warrant Clearing Account	Check	1097774	07/14/21	Accounts Payable	FLORA NEZ	71.44
Open	NBAZ - Warrant Clearing Account	Check	1097775	07/14/21	Accounts Payable	JULIE ANN NICHOLSON	229.00
Open	NBAZ - Warrant Clearing Account	Check	1097776	07/14/21	Accounts Payable	DAVE J NIEHUIS	4,950.00
Open	NBAZ - Warrant Clearing Account	Check	1097777	07/14/21	Accounts Payable	NTH CONSULTING INC	3,500.00
Open	NBAZ - Warrant Clearing Account	Check	1097778	07/14/21	Accounts Payable	OCLC INC	109.20
Open	NBAZ - Warrant Clearing Account	Check	1097779	07/14/21	Accounts Payable	OCTOPUS CAR WASH INC	85.45
Open	NBAZ - Warrant Clearing Account	Check	1097780	07/14/21	Accounts Payable	PERFECT PRINTZ LLC	35.77
Open	NBAZ - Warrant Clearing Account	Check	1097781	07/14/21	Accounts Payable	PRAXAIR DISTRIBUTION INC	39.51
Open	NBAZ - Warrant Clearing Account	Check	1097782	07/14/21	Accounts Payable	QUILL CORP	8,084.59
Open	NBAZ - Warrant Clearing Account	Check	1097783	07/14/21	Accounts Payable	REAL TIME SOLUTIONS	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097784	07/14/21	Accounts Payable	REST UR RUMP	125.40
Open	NBAZ - Warrant Clearing Account	Check	1097785	07/14/21	Accounts Payable	RHINEHART OIL CO	23,708.45
Open	NBAZ - Warrant Clearing Account	Check	1097786	07/14/21	Accounts Payable	SPARKLETTS WATER	192.26
Open	NBAZ - Warrant Clearing Account	Check	1097787	07/14/21	Accounts Payable	ST JOHNS CITY	2,340.42
Open	NBAZ - Warrant Clearing Account	Check	1097788	07/14/21	Accounts Payable	ST JOHNS EMERGENCY SERVICES	1,063.26
Open	NBAZ - Warrant Clearing Account	Check	1097789	07/14/21	Accounts Payable	THE ARIZONA PARTNERSHIP FOR IMMUNIZATION	1,166.22
Open	NBAZ - Warrant Clearing Account	Check	1097790	07/14/21	Accounts Payable	THE GUIDANCE CENTER	3,000.00
Open	NBAZ - Warrant Clearing Account	Check	1097791	07/14/21	Accounts Payable	TOWN OF SPRINGERVILLE	646.49

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097792	07/14/21	Accounts Payable	TRIPLE R FUELS	5.00
Open	NBAZ - Warrant Clearing Account	Check	1097793	07/14/21	Accounts Payable	UNITED INFORMATION SERVICES	1,729.03
Open	NBAZ - Warrant Clearing Account	Check	1097794	07/14/21	Accounts Payable	VALLEY AUTO PARTS	82.40
Open	NBAZ - Warrant Clearing Account	Check	1097795	07/14/21	Accounts Payable	VERIZON WIRELESS	522.02
Open	NBAZ - Warrant Clearing Account	Check	1097796	07/14/21	Accounts Payable	VERNON DOMESTIC IMPROVEMENT	218.12
Open	NBAZ - Warrant Clearing Account	Check	1097797	07/14/21	Accounts Payable	VICTORY SUPPLY LLC	186.17
Open	NBAZ - Warrant Clearing Account	Check	1097798	07/14/21	Accounts Payable	WESTERN DRUG COMPANY	20.00
Open	NBAZ - Warrant Clearing Account	Check	1097799	07/14/21	Accounts Payable	WHITE MOUNTAIN COMMUNICATIONS	4,922.74
Open	NBAZ - Warrant Clearing Account	Check	1097800	07/14/21	Accounts Payable	WHITE MOUNTAIN REGIONAL MEDICAL CENTER	117.55
Open	NBAZ - Warrant Clearing Account	Check	1097801	07/14/21	Accounts Payable	WOODLAND BUILDING CENTER	24.61
Open	NBAZ - Warrant Clearing Account	Check	1097802	07/14/21	Accounts Payable	WRIGHT EXPRESS FSC WEX	2,128.93
Open	NBAZ - Warrant Clearing Account	Check	1097803	07/14/21	Accounts Payable	DARON YELLOWHORSE	62.27
Open	NBAZ - Warrant Clearing Account	Check	1097804	07/14/21	Accounts Payable	4IMPRINT	499.09
Open	NBAZ - Warrant Clearing Account	Check	1097805	07/14/21	Accounts Payable	ADHS AZ HEALTH CARE COST	22,400.00
Open	NBAZ - Warrant Clearing Account	Check	1097806	07/14/21	Accounts Payable	ALSCO INC	361.58
Open	NBAZ - Warrant Clearing Account	Check	1097807	07/14/21	Accounts Payable	AMAZON CAPITAL SERVICES INC	496.50
Open	NBAZ - Warrant Clearing Account	Check	1097808	07/14/21	Accounts Payable	AMERIGAS - GALLUP	415.55
Open	NBAZ - Warrant Clearing Account	Check	1097809	07/14/21	Accounts Payable	CHARLI A ANDERSON	957.56
Open	NBAZ - Warrant Clearing Account	Check	1097810	07/14/21	Accounts Payable	ARIZONA ASSOC OF ASSESSING OFFICERS	150.00
Open	NBAZ - Warrant Clearing Account	Check	1097811	07/14/21	Accounts Payable	ARIZONA GRAND RESORT LLC	3,598.81
Open	NBAZ - Warrant Clearing Account	Check	1097812	07/14/21	Accounts Payable	LUCINDA L ATTAKAI	416.84
Open	NBAZ - Warrant Clearing Account	Check	1097813	07/14/21	Accounts Payable	AZ ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	645.00
Open	NBAZ - Warrant Clearing Account	Check	1097814	07/14/21	Accounts Payable	AZ COUNTIES INSURANCE POOL	542,571.00
Open	NBAZ - Warrant Clearing Account	Check	1097815	07/14/21	Accounts Payable	AZ COUNTY CLERKS ASSOCIATION	200.00
Open	NBAZ - Warrant Clearing Account	Check	1097816	07/14/21	Accounts Payable	AZ DEPT OF HEALTH SERVICES	365.00
Open	NBAZ - Warrant Clearing Account	Check	1097817	07/14/21	Accounts Payable	BAUMAN HOME AND AUTO INC	281.06
Open	NBAZ - Warrant Clearing Account	Check	1097818	07/14/21	Accounts Payable	SARAH MAE BEGAY	175.00
Open	NBAZ - Warrant Clearing Account	Check	1097819	07/14/21	Accounts Payable	BINGHAM EQUIPMENT COMPANY	504.98
Open	NBAZ - Warrant Clearing Account	Check	1097820	07/14/21	Accounts Payable	WILLIAM BIZADI JR	66.00
Open	NBAZ - Warrant Clearing Account	Check	1097821	07/14/21	Accounts Payable	BLUE HILLS ENVIRONMENTAL	344.44
Open	NBAZ - Warrant Clearing Account	Check	1097822	07/14/21	Accounts Payable	BREWER LAW OFFICE PLLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1097823	07/14/21	Accounts Payable	JARROD C BROOKS	351.44
Open	NBAZ - Warrant Clearing Account	Check	1097824	07/14/21	Accounts Payable	BAUER K BROWN	616.28
Open	NBAZ - Warrant Clearing Account	Check	1097825	07/14/21	Accounts Payable	CDW GOVERNMENT LLC	110.29
Open	NBAZ - Warrant Clearing Account	Check	1097826	07/14/21	Accounts Payable	CELLULAR ONE NE AZ	107.36
Open	NBAZ - Warrant Clearing Account	Check	1097827	07/14/21	Accounts Payable	CENGAGE LEARNING INC	2,644.96
Open	NBAZ - Warrant Clearing Account	Check	1097828	07/14/21	Accounts Payable	CENTER POINT LARGE PRINT	44.34
Open	NBAZ - Warrant Clearing Account	Check	1097829	07/14/21	Accounts Payable	LILLIAN CHAVEZ	102.00
Open	NBAZ - Warrant Clearing Account	Check	1097830	07/14/21	Accounts Payable	ALBERT N CLARK	616.28

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097831	07/14/21	Accounts Payable	STEPHENIE M CLARK	184.00
Open	NBAZ - Warrant Clearing Account	Check	1097832	07/14/21	Accounts Payable	CONTINUANT INC	1,178.20
Open	NBAZ - Warrant Clearing Account	Check	1097833	07/14/21	Accounts Payable	COUNTY SUPERVISORS ASSOCIATION OF ARIZONA	230.00
Open	NBAZ - Warrant Clearing Account	Check	1097834	07/14/21	Accounts Payable	CS&S COMPUTER SYSTEMS	3,175.44
Open	NBAZ - Warrant Clearing Account	Check	1097835	07/14/21	Accounts Payable	RODGER DAHOZY	637.60
Open	NBAZ - Warrant Clearing Account	Check	1097836	07/14/21	Accounts Payable	DIRECTV LLC	2,615.76
Open	NBAZ - Warrant Clearing Account	Check	1097837	07/14/21	Accounts Payable	MYRTIS FRANCIS	66.00
Open	NBAZ - Warrant Clearing Account	Check	1097838	07/14/21	Accounts Payable	JOHN L FREEMAN JR	52.20
Open	NBAZ - Warrant Clearing Account	Check	1097839	07/14/21	Accounts Payable	BARBARA J GOMEZ	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097840	07/14/21	Accounts Payable	PEYTON HADLOCK	30.00
Open	NBAZ - Warrant Clearing Account	Check	1097841	07/14/21	Accounts Payable	RYDER HADLOCK	100.05
Open	NBAZ - Warrant Clearing Account	Check	1097842	07/14/21	Accounts Payable	HAMBLIN LAW OFFICE PLC	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1097843	07/14/21	Accounts Payable	HATCH CONSTRUCTION	3,881.03
Open	NBAZ - Warrant Clearing Account	Check	1097844	07/14/21	Accounts Payable	TIMOTHY HINTON	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097845	07/14/21	Accounts Payable	HOME DEPOT	2,158.20
Open	NBAZ - Warrant Clearing Account	Check	1097846	07/14/21	Accounts Payable	BRIAN HOUNSHELL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097847	07/14/21	Accounts Payable	DENNISE L JONES	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097848	07/14/21	Accounts Payable	STEPHEN W KIZER	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097849	07/14/21	Accounts Payable	DAVID LAMM	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097850	07/14/21	Accounts Payable	LARSON WASTE INC	124.00
Open	NBAZ - Warrant Clearing Account	Check	1097851	07/14/21	Accounts Payable	MICHAEL LATHAM	314.16
Open	NBAZ - Warrant Clearing Account	Check	1097852	07/14/21	Accounts Payable	PEYTON LOWE	15.00
Open	NBAZ - Warrant Clearing Account	Check	1097853	07/14/21	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	225.00
Open	NBAZ - Warrant Clearing Account	Check	1097854	07/14/21	Accounts Payable	OSCAR R MIRANDA	63.06
Open	NBAZ - Warrant Clearing Account	Check	1097855	07/14/21	Accounts Payable	JASON WAYNE MOORE	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097856	07/14/21	Accounts Payable	DANIEL R MUTH	34.38
Open	NBAZ - Warrant Clearing Account	Check	1097857	07/14/21	Accounts Payable	NAPA	43.07
Open	NBAZ - Warrant Clearing Account	Check	1097858	07/14/21	Accounts Payable	NAVAJO SANITATION INC	302.10
Open	NBAZ - Warrant Clearing Account	Check	1097859	07/14/21	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	1,530.38
Open	NBAZ - Warrant Clearing Account	Check	1097860	07/14/21	Accounts Payable	NAVAJO WESTERNERS	77.91
Open	NBAZ - Warrant Clearing Account	Check	1097861	07/14/21	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	8,686.79
Open	NBAZ - Warrant Clearing Account	Check	1097862	07/14/21	Accounts Payable	CHELSIE NELSON	25.00
Open	NBAZ - Warrant Clearing Account	Check	1097863	07/14/21	Accounts Payable	CAMDYN NICOLL	15.00
Open	NBAZ - Warrant Clearing Account	Check	1097864	07/14/21	Accounts Payable	LAYNE DAVIS NICOLL	15.00
Open	NBAZ - Warrant Clearing Account	Check	1097865	07/14/21	Accounts Payable	DAVE J NIEHUIS	4,050.00
Open	NBAZ - Warrant Clearing Account	Check	1097866	07/14/21	Accounts Payable	ANTONY C NOTAH	288.00
Open	NBAZ - Warrant Clearing Account	Check	1097867	07/14/21	Accounts Payable	OVERDRIVE INC	663.35
Open	NBAZ - Warrant Clearing Account	Check	1097868	07/14/21	Accounts Payable	DOUGLAS LANCE PEARCE	814.09
Open	NBAZ - Warrant Clearing Account	Check	1097869	07/14/21	Accounts Payable	PERFECT PRINTZ LLC	223.64

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097870	07/14/21	Accounts Payable	GEORGE C PUENTE JR	66.00
Open	NBAZ - Warrant Clearing Account	Check	1097871	07/14/21	Accounts Payable	QUALITY CARQUEST	231.70
Open	NBAZ - Warrant Clearing Account	Check	1097872	07/14/21	Accounts Payable	R JOHN R JOHN LEE ATTORNEY AT LAW	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1097873	07/14/21	Accounts Payable	RICOH USA INC	31.23
Open	NBAZ - Warrant Clearing Account	Check	1097874	07/14/21	Accounts Payable	PATRICK J SANDOVAL	217.00
Open	NBAZ - Warrant Clearing Account	Check	1097875	07/14/21	Accounts Payable	AMBER SASSI	15.00
Open	NBAZ - Warrant Clearing Account	Check	1097876	07/14/21	Accounts Payable	SCHOOL WEBMASTERS LLC & CIVIC WEBMASTERS	2,574.00
Open	NBAZ - Warrant Clearing Account	Check	1097877	07/14/21	Accounts Payable	SECURUS TECHNOLOGIES INC	1,669.39
Open	NBAZ - Warrant Clearing Account	Check	1097878	07/14/21	Accounts Payable	ALTON JOE SHEPHERD	622.92
Open	NBAZ - Warrant Clearing Account	Check	1097879	07/14/21	Accounts Payable	JOE SHIRLEY JR	238.35
Open	NBAZ - Warrant Clearing Account	Check	1097880	07/14/21	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	136.39
Open	NBAZ - Warrant Clearing Account	Check	1097881	07/14/21	Accounts Payable	SPRINGHILL SUITES PRESCOTT	464.10
Open	NBAZ - Warrant Clearing Account	Check	1097882	07/14/21	Accounts Payable	THOMSON REUTERS WEST	1,158.79
Open	NBAZ - Warrant Clearing Account	Check	1097883	07/14/21	Accounts Payable	TOWN OF EAGAR	376.07
Open	NBAZ - Warrant Clearing Account	Check	1097884	07/14/21	Accounts Payable	TRIPLE R FUELS	48.02
Open	NBAZ - Warrant Clearing Account	Check	1097885	07/14/21	Accounts Payable	UNIFIRST CORPORATION	72.34
Open	NBAZ - Warrant Clearing Account	Check	1097886	07/14/21	Accounts Payable	US POSTMASTER	27.09
Open	NBAZ - Warrant Clearing Account	Check	1097887	07/14/21	Accounts Payable	US POSTMASTER	122.00
Open	NBAZ - Warrant Clearing Account	Check	1097888	07/14/21	Accounts Payable	VALLEY AUTO PARTS	934.28
Open	NBAZ - Warrant Clearing Account	Check	1097889	07/14/21	Accounts Payable	RITA VAUGHAN	300.00
Open	NBAZ - Warrant Clearing Account	Check	1097890	07/14/21	Accounts Payable	WOODLAND BUILDING CENTER	29.45
Open	NBAZ - Warrant Clearing Account	Check	1097891	07/14/21	Accounts Payable	ACCO BRANDS DIRECT	110.28
Open	NBAZ - Warrant Clearing Account	Check	1097892	07/14/21	Accounts Payable	DISH NETWORK	198.28
Open	NBAZ - Warrant Clearing Account	Check	1097893	07/14/21	Accounts Payable	DISH NETWORK	198.28
Open	NBAZ - Warrant Clearing Account	Check	1097894	07/14/21	Accounts Payable	JEFF SODERQUIST	184.00
Open	NBAZ - Warrant Clearing Account	Check	1097895	07/15/21	Accounts Payable	BILL LUKE CHRYSLER JEEP DODGE INC	56,188.20
Open	NBAZ - Warrant Clearing Account	Check	1097924	07/20/21	Accounts Payable	AMERICAN FAMILY LIFE ASSURANCE	448.18
Open	NBAZ - Warrant Clearing Account	Check	1097925	07/20/21	Accounts Payable	APACHE COUNTY FSA	851.03
Open	NBAZ - Warrant Clearing Account	Check	1097926	07/20/21	Accounts Payable	APACHE COUNTY HSA	4,089.58
Open	NBAZ - Warrant Clearing Account	Check	1097927	07/20/21	Accounts Payable	APACHE COUNTY MEDICAL	161,842.24
Open	NBAZ - Warrant Clearing Account	Check	1097928	07/20/21	Accounts Payable	APACHE COUNTY TAX WITHHOLDING	147,457.05
Open	NBAZ - Warrant Clearing Account	Check	1097929	07/20/21	Accounts Payable	ASRS LEGACY EORP	8,270.90
Open	NBAZ - Warrant Clearing Account	Check	1097930	07/20/21	Accounts Payable	AZ STATE RETIREMENT SYSTEM	110,621.49
Open	NBAZ - Warrant Clearing Account	Check	1097931	07/20/21	Accounts Payable	CINCINNATI LIFE INS CO	28.00
Open	NBAZ - Warrant Clearing Account	Check	1097932	07/20/21	Accounts Payable	COLONIAL LIFE AND ACCIDENT INS	1,449.30
Open	NBAZ - Warrant Clearing Account	Check	1097933	07/20/21	Accounts Payable	CORP DISABILITY	97.52
Open	NBAZ - Warrant Clearing Account	Check	1097934	07/20/21	Accounts Payable	CORRECTIONS OFFICER RET PLAN	11,377.56
Open	NBAZ - Warrant Clearing Account	Check	1097935	07/20/21	Accounts Payable	CORRECTIONS OFFICER RETIREMENT PLAN 520	1,690.82
Open	NBAZ - Warrant Clearing Account	Check	1097936	07/20/21	Accounts Payable	EODCRS DISABILITY	6.14

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097937	07/20/21	Accounts Payable	EORP LEGACY	1,360.17
Open	NBAZ - Warrant Clearing Account	Check	1097938	07/20/21	Accounts Payable	FAMILY SUPPORT REGISTRY	129.00
Open	NBAZ - Warrant Clearing Account	Check	1097939	07/20/21	Accounts Payable	GURSTEL LAW FIRM PC	258.25
Open	NBAZ - Warrant Clearing Account	Check	1097940	07/20/21	Accounts Payable	NATIONWIDE	2,346.30
Open	NBAZ - Warrant Clearing Account	Check	1097941	07/20/21	Accounts Payable	NATIONWIDE RETIREMENT SOL EODCRS	343.54
Open	NBAZ - Warrant Clearing Account	Check	1097942	07/20/21	Accounts Payable	NATIONWIDE TRUST FSB	11,917.54
Open	NBAZ - Warrant Clearing Account	Check	1097943	07/20/21	Accounts Payable	PUBLIC SAFETY PERSONNEL 401	13,443.69
Open	NBAZ - Warrant Clearing Account	Check	1097944	07/20/21	Accounts Payable	PUBLIC SAFETY SHERIFF RET	11,079.00
Open	NBAZ - Warrant Clearing Account	Check	1097945	07/20/21	Accounts Payable	RIO PUERCO ACRES	495.00
Open	NBAZ - Warrant Clearing Account	Check	1097946	07/20/21	Accounts Payable	SECURITY BENEFIT GROUP	315.00
Open	NBAZ - Warrant Clearing Account	Check	1097947	07/20/21	Accounts Payable	SUPPORT PAYMENT CLEARINGHOUSE	1,051.50
Open	NBAZ - Warrant Clearing Account	Check	1097948	07/20/21	Accounts Payable	THUNDERBIRD COLLECTION SPEC INC	374.09
Open	NBAZ - Warrant Clearing Account	Check	1097949	07/20/21	Accounts Payable	ALL MOUNTAIN RV SERVICE & SUPPLY	15,225.00
Open	NBAZ - Warrant Clearing Account	Check	1097950	07/20/21	Accounts Payable	ALSCO INC	133.04
Open	NBAZ - Warrant Clearing Account	Check	1097951	07/20/21	Accounts Payable	AMAZON COM INC (Health & Library)	10.90
Open	NBAZ - Warrant Clearing Account	Check	1097952	07/20/21	Accounts Payable	AT&T MOBILITY	89.92
Open	NBAZ - Warrant Clearing Account	Check	1097953	07/20/21	Accounts Payable	AZ DEPT OF HEALTH SERVICES	1,030.00
Open	NBAZ - Warrant Clearing Account	Check	1097954	07/20/21	Accounts Payable	AZ DEPT OF REVENUE	958.55
Open	NBAZ - Warrant Clearing Account	Check	1097955	07/20/21	Accounts Payable	AZ REPUBLIC	1,717.81
Open	NBAZ - Warrant Clearing Account	Check	1097956	07/20/21	Accounts Payable	BAUMAN HOME AND AUTO INC	18.96
Open	NBAZ - Warrant Clearing Account	Check	1097957	07/20/21	Accounts Payable	BLUE HILLS ENVIRONMENTAL	63.47
Open	NBAZ - Warrant Clearing Account	Check	1097958	07/20/21	Accounts Payable	COURTESY AUTO OF MESA LLC	38,158.01
Open	NBAZ - Warrant Clearing Account	Check	1097959	07/20/21	Accounts Payable	DIAMOND C FEEDS	173.39
Open	NBAZ - Warrant Clearing Account	Check	1097960	07/20/21	Accounts Payable	DISH NETWORK	152.69
Open	NBAZ - Warrant Clearing Account	Check	1097961	07/20/21	Accounts Payable	DUNN POWERS MATERIAL HANDLING	152.87
Open	NBAZ - Warrant Clearing Account	Check	1097962	07/20/21	Accounts Payable	EATON SALES & SERVICE	123,986.16
Open	NBAZ - Warrant Clearing Account	Check	1097963	07/20/21	Accounts Payable	EMPIRE MACHINERY	5,389.57
Open	NBAZ - Warrant Clearing Account	Check	1097964	07/20/21	Accounts Payable	FLEET PRIDE	1,742.70
Open	NBAZ - Warrant Clearing Account	Check	1097965	07/20/21	Accounts Payable	FOUR CORNERS WELDING & GAS SUPPLY	73.65
Open	NBAZ - Warrant Clearing Account	Check	1097966	07/20/21	Accounts Payable	FUTURE TIRE	3,626.57
Open	NBAZ - Warrant Clearing Account	Check	1097967	07/20/21	Accounts Payable	GALLUP INDEPENDENT	103.46
Open	NBAZ - Warrant Clearing Account	Check	1097968	07/20/21	Accounts Payable	GALLUP WATER WORKS	12.72
Open	NBAZ - Warrant Clearing Account	Check	1097969	07/20/21	Accounts Payable	PAUL HANCOCK	55.34
Open	NBAZ - Warrant Clearing Account	Check	1097970	07/20/21	Accounts Payable	ROBERT JAMES HIGGINS	2,755.20
Open	NBAZ - Warrant Clearing Account	Check	1097971	07/20/21	Accounts Payable	HUGHES SUPPLY INC (LAKESIDE)	963.31
Open	NBAZ - Warrant Clearing Account	Check	1097972	07/20/21	Accounts Payable	KONICA MINOLTA	232.30
Open	NBAZ - Warrant Clearing Account	Check	1097973	07/20/21	Accounts Payable	LIBERTY FENCE AND SUPPLY	48,757.00
Open	NBAZ - Warrant Clearing Account	Check	1097974	07/20/21	Accounts Payable	MIDWEST UNLIMITED LLC	1,360.56
Open	NBAZ - Warrant Clearing Account	Check	1097975	07/20/21	Accounts Payable	CASEY MIKE	125.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1097976	07/20/21	Accounts Payable	MISSION UNIFORM & LINEN	78.22
Open	NBAZ - Warrant Clearing Account	Check	1097977	07/20/21	Accounts Payable	NAVAJO TRIBAL UTILITY AUTHORITY	3,725.57
Open	NBAZ - Warrant Clearing Account	Check	1097978	07/20/21	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	1,049.78
Open	NBAZ - Warrant Clearing Account	Check	1097979	07/20/21	Accounts Payable	CHELSIE NELSON	15.00
Open	NBAZ - Warrant Clearing Account	Check	1097980	07/20/21	Accounts Payable	FLORA NEZ	117.03
Open	NBAZ - Warrant Clearing Account	Check	1097981	07/20/21	Accounts Payable	NORTH WEST NEW MEXICO REGIONAL SOLID WASTE AUTHORI	26.46
Open	NBAZ - Warrant Clearing Account	Check	1097982	07/20/21	Accounts Payable	OVERDRIVE INC	1,968.48
Open	NBAZ - Warrant Clearing Account	Check	1097983	07/20/21	Accounts Payable	PERFECT PRINTZ LLC	628.88
Open	NBAZ - Warrant Clearing Account	Check	1097984	07/20/21	Accounts Payable	PINAL COUNTY ARIZONA	2,400.00
Open	NBAZ - Warrant Clearing Account	Check	1097985	07/20/21	Accounts Payable	PITNEY BOWES	197.00
Open	NBAZ - Warrant Clearing Account	Check	1097986	07/20/21	Accounts Payable	QUILL CORP	1,342.19
Open	NBAZ - Warrant Clearing Account	Check	1097987	07/20/21	Accounts Payable	RIGG LAW FIRM PLLC	2,568.00
Open	NBAZ - Warrant Clearing Account	Check	1097988	07/20/21	Accounts Payable	RUSH TRUCK CENTER	311.17
Open	NBAZ - Warrant Clearing Account	Check	1097989	07/20/21	Accounts Payable	SAFELITE AUTO GLASS	259.80
Open	NBAZ - Warrant Clearing Account	Check	1097990	07/20/21	Accounts Payable	SANOFI PASTEUR INC	3,775.18
Open	NBAZ - Warrant Clearing Account	Check	1097991	07/20/21	Accounts Payable	LAURENCE SCHIFF	2,200.00
Open	NBAZ - Warrant Clearing Account	Check	1097992	07/20/21	Accounts Payable	SIERRA PROPANE	661.99
Open	NBAZ - Warrant Clearing Account	Check	1097993	07/20/21	Accounts Payable	SONORA QUEST LABORATORIES	689.24
Open	NBAZ - Warrant Clearing Account	Check	1097994	07/20/21	Accounts Payable	TRINITY SERVICES GROUP INC	16,048.21
Open	NBAZ - Warrant Clearing Account	Check	1097995	07/20/21	Accounts Payable	TRIPLE R FUELS	204.37
Open	NBAZ - Warrant Clearing Account	Check	1097996	07/20/21	Accounts Payable	VERIZON WIRELESS	182.79
Open	NBAZ - Warrant Clearing Account	Check	1097997	07/20/21	Accounts Payable	WESTERN EXPLOSIVES SYSTEMS CO (WESCO)	85,962.80
Open	NBAZ - Warrant Clearing Account	Check	1097998	07/20/21	Accounts Payable	WHITE MOUNTAIN PUBLISHING CO	1,018.98
Open	NBAZ - Warrant Clearing Account	Check	1097999	07/20/21	Accounts Payable	XEROX CORP	91.79
Open	NBAZ - Warrant Clearing Account	Check	1098000	07/20/21	Accounts Payable	YAZZIE'S AUTO PARTS INC	15,165.97
Open	NBAZ - Warrant Clearing Account	Check	1098001	07/20/21	Accounts Payable	ACOUSTICAL SURFACES INC	1,169.02
Open	NBAZ - Warrant Clearing Account	Check	1098002	07/20/21	Accounts Payable	ALLEGRA	238.17
Open	NBAZ - Warrant Clearing Account	Check	1098003	07/20/21	Accounts Payable	ALSCO INC	266.08
Open	NBAZ - Warrant Clearing Account	Check	1098004	07/20/21	Accounts Payable	AMAZON CAPITAL SERVICES INC	1,282.08
Open	NBAZ - Warrant Clearing Account	Check	1098005	07/20/21	Accounts Payable	AMIGOS LIBRARY SERVICES	1,600.00
Open	NBAZ - Warrant Clearing Account	Check	1098006	07/20/21	Accounts Payable	APACHE COUNTY	6.25
Open	NBAZ - Warrant Clearing Account	Check	1098007	07/20/21	Accounts Payable	ARIZONA GOVERNORS OFFICE OF HIGHWAY SAFETY	200.00
Open	NBAZ - Warrant Clearing Account	Check	1098008	07/20/21	Accounts Payable	ARIZONA LAW ENFORCEMENT RADAR TECHNOLOGY	267.48
Open	NBAZ - Warrant Clearing Account	Check	1098009	07/20/21	Accounts Payable	ARIZONA RURAL SCHOOLS ASSOCIATION	230.00
Open	NBAZ - Warrant Clearing Account	Check	1098010	07/20/21	Accounts Payable	ASHTONS REPAIR INC	186.01
Open	NBAZ - Warrant Clearing Account	Check	1098011	07/20/21	Accounts Payable	ASPEN TIRE & OIL	208.64
Open	NBAZ - Warrant Clearing Account	Check	1098012	07/20/21	Accounts Payable	AT&T MOBILITY	69.72
Open	NBAZ - Warrant Clearing Account	Check	1098013	07/20/21	Accounts Payable	AZ ASSOCIATION OF SUPERIOR COURT ADMINISTRATORS	150.00
Open	NBAZ - Warrant Clearing Account	Check	1098014	07/20/21	Accounts Payable	AZ CHIEF PROBATION OFFICERS ASSOCIATION	100.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098015	07/20/21	Accounts Payable	BAUMAN HOME AND AUTO INC	1,322.51
Open	NBAZ - Warrant Clearing Account	Check	1098016	07/20/21	Accounts Payable	SARAH MAE BEGAY	685.00
Open	NBAZ - Warrant Clearing Account	Check	1098017	07/20/21	Accounts Payable	BLUE HILLS ENVIRONMENTAL	86.05
Open	NBAZ - Warrant Clearing Account	Check	1098018	07/20/21	Accounts Payable	BLUE LINE TOWING	150.00
Open	NBAZ - Warrant Clearing Account	Check	1098019	07/20/21	Accounts Payable	BOB BARKER COMPANY INC	1,694.79
Open	NBAZ - Warrant Clearing Account	Check	1098020	07/20/21	Accounts Payable	SHANE LEO BODIE	66.00
Open	NBAZ - Warrant Clearing Account	Check	1098021	07/20/21	Accounts Payable	BOTTOM LINE PUBLICATIONS	89.85
Open	NBAZ - Warrant Clearing Account	Check	1098022	07/20/21	Accounts Payable	BOTTOM LINE PUBLICATIONS	59.90
Open	NBAZ - Warrant Clearing Account	Check	1098023	07/20/21	Accounts Payable	DEVIN BROWN	70.00
Open	NBAZ - Warrant Clearing Account	Check	1098024	07/20/21	Accounts Payable	ELIZABETH A CASTILLO	95.55
Open	NBAZ - Warrant Clearing Account	Check	1098025	07/20/21	Accounts Payable	CDW GOVERNMENT LLC	354.31
Open	NBAZ - Warrant Clearing Account	Check	1098026	07/20/21	Accounts Payable	ELIZABETH RAE CERVERA	66.00
Open	NBAZ - Warrant Clearing Account	Check	1098027	07/20/21	Accounts Payable	LILLIAN CHAVEZ	80.00
Open	NBAZ - Warrant Clearing Account	Check	1098028	07/20/21	Accounts Payable	MICHAEL V CIRIVELLO	66.00
Open	NBAZ - Warrant Clearing Account	Check	1098029	07/20/21	Accounts Payable	ALBERT N CLARK	68.00
Open	NBAZ - Warrant Clearing Account	Check	1098030	07/20/21	Accounts Payable	DE LAGE LANDEN FINANCIAL SERVICES INC	322.72
Open	NBAZ - Warrant Clearing Account	Check	1098031	07/20/21	Accounts Payable	JOSEPH DEDMAN JR	66.00
Open	NBAZ - Warrant Clearing Account	Check	1098032	07/20/21	Accounts Payable	DISCOUNT TIRE	866.94
Open	NBAZ - Warrant Clearing Account	Check	1098033	07/20/21	Accounts Payable	EMPIRE MACHINERY	2,472.00
Open	NBAZ - Warrant Clearing Account	Check	1098034	07/20/21	Accounts Payable	EMPIRE POWER SYSTEMS	308.00
Open	NBAZ - Warrant Clearing Account	Check	1098035	07/20/21	Accounts Payable	FBI-LEEDA INC	695.00
Open	NBAZ - Warrant Clearing Account	Check	1098036	07/20/21	Accounts Payable	FEDEX - FEDERAL EXPRESS CORPORATION	56.26
Open	NBAZ - Warrant Clearing Account	Check	1098037	07/20/21	Accounts Payable	FERRELLGAS	765.60
Open	NBAZ - Warrant Clearing Account	Check	1098038	07/20/21	Accounts Payable	FRONTIER	145.57
Open	NBAZ - Warrant Clearing Account	Check	1098039	07/20/21	Accounts Payable	FRONTIER	76.09
Open	NBAZ - Warrant Clearing Account	Check	1098040	07/20/21	Accounts Payable	FRONTIER	77.72
Open	NBAZ - Warrant Clearing Account	Check	1098041	07/20/21	Accounts Payable	FRONTIER	1,396.61
Open	NBAZ - Warrant Clearing Account	Check	1098042	07/20/21	Accounts Payable	FRONTIER	75.45
Open	NBAZ - Warrant Clearing Account	Check	1098043	07/20/21	Accounts Payable	FRONTIER	75.45
Open	NBAZ - Warrant Clearing Account	Check	1098044	07/20/21	Accounts Payable	FRONTIER	198.48
Open	NBAZ - Warrant Clearing Account	Check	1098045	07/20/21	Accounts Payable	FRONTIER	401.39
Open	NBAZ - Warrant Clearing Account	Check	1098046	07/20/21	Accounts Payable	FRONTIER	111.59
Open	NBAZ - Warrant Clearing Account	Check	1098047	07/20/21	Accounts Payable	FRONTIER	235.34
Open	NBAZ - Warrant Clearing Account	Check	1098048	07/20/21	Accounts Payable	FRONTIER	176.90
Open	NBAZ - Warrant Clearing Account	Check	1098049	07/20/21	Accounts Payable	FRONTIER	177.93
Open	NBAZ - Warrant Clearing Account	Check	1098050	07/20/21	Accounts Payable	FRONTIER	111.11
Open	NBAZ - Warrant Clearing Account	Check	1098051	07/20/21	Accounts Payable	FRONTIER	78.23
Open	NBAZ - Warrant Clearing Account	Check	1098052	07/20/21	Accounts Payable	FRONTIER	171.31
Open	NBAZ - Warrant Clearing Account	Check	1098053	07/20/21	Accounts Payable	FUTURE TIRE	183.18

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098054	07/20/21	Accounts Payable	GALLUP LUMBER & SUPPLY	601.54
Open	NBAZ - Warrant Clearing Account	Check	1098055	07/20/21	Accounts Payable	SETH M GEISLER	40.00
Open	NBAZ - Warrant Clearing Account	Check	1098056	07/20/21	Accounts Payable	DARYL GREER	114.80
Open	NBAZ - Warrant Clearing Account	Check	1098057	07/20/21	Accounts Payable	RICHARD C GUINN	119.45
Open	NBAZ - Warrant Clearing Account	Check	1098058	07/20/21	Accounts Payable	RYDER HADLOCK	30.00
Open	NBAZ - Warrant Clearing Account	Check	1098059	07/20/21	Accounts Payable	HALFMOON EDUCATION INC	578.00
Open	NBAZ - Warrant Clearing Account	Check	1098060	07/20/21	Accounts Payable	HANDCUFF WAREHOUSE	1,730.40
Open	NBAZ - Warrant Clearing Account	Check	1098061	07/20/21	Accounts Payable	MIA ISABEL HERNANDEZ	30.00
Open	NBAZ - Warrant Clearing Account	Check	1098062	07/20/21	Accounts Payable	ROSCOE GEORGE HERRERA	66.00
Open	NBAZ - Warrant Clearing Account	Check	1098063	07/20/21	Accounts Payable	HILL AZ GROCERY STORE	57.36
Open	NBAZ - Warrant Clearing Account	Check	1098064	07/20/21	Accounts Payable	HILLYARD/FLAGSTAFF	1,536.02
Open	NBAZ - Warrant Clearing Account	Check	1098065	07/20/21	Accounts Payable	HOME DEPOT	553.68
Open	NBAZ - Warrant Clearing Account	Check	1098066	07/20/21	Accounts Payable	INFINITY COMMUNICAITONS & CONSULTING INC	4,500.00
Open	NBAZ - Warrant Clearing Account	Check	1098067	07/20/21	Accounts Payable	JOHN (JACK) INGRAM	66.00
Open	NBAZ - Warrant Clearing Account	Check	1098068	07/20/21	Accounts Payable	INGRAM LIBRARY SERVICES	3,045.60
Open	NBAZ - Warrant Clearing Account	Check	1098069	07/20/21	Accounts Payable	INLAND KENWORTH INC (FARMINGTON)	824.44
Open	NBAZ - Warrant Clearing Account	Check	1098070	07/20/21	Accounts Payable	KING SOOPERS	41.50
Open	NBAZ - Warrant Clearing Account	Check	1098071	07/20/21	Accounts Payable	LAWSON PRODUCTS INC	1,962.14
Open	NBAZ - Warrant Clearing Account	Check	1098072	07/20/21	Accounts Payable	LESUEUR ADVANCE AUTOMOTIVE LLC	137.49
Open	NBAZ - Warrant Clearing Account	Check	1098073	07/20/21	Accounts Payable	LIGHT HOUSE OF ARIZONA	380.10
Open	NBAZ - Warrant Clearing Account	Check	1098074	07/20/21	Accounts Payable	KAYLA LOGAN	255.15
Open	NBAZ - Warrant Clearing Account	Check	1098075	07/20/21	Accounts Payable	PEYTON LOWE	15.00
Open	NBAZ - Warrant Clearing Account	Check	1098076	07/20/21	Accounts Payable	CHRIS MCCARTHY	66.00
Open	NBAZ - Warrant Clearing Account	Check	1098077	07/20/21	Accounts Payable	STEPHANIE MCCARTHY	458.12
Open	NBAZ - Warrant Clearing Account	Check	1098078	07/20/21	Accounts Payable	MACKENZIE MARIE MERRILL	133.65
Open	NBAZ - Warrant Clearing Account	Check	1098079	07/20/21	Accounts Payable	MH CONSULTING & PROJECT MANAGEMENT LLC	649.28
Open	NBAZ - Warrant Clearing Account	Check	1098080	07/20/21	Accounts Payable	MISSION UNIFORM & LINEN	78.22
Open	NBAZ - Warrant Clearing Account	Check	1098081	07/20/21	Accounts Payable	NAPA	303.58
Open	NBAZ - Warrant Clearing Account	Check	1098082	07/20/21	Accounts Payable	NAVAJO COUNTY FAMILY ADVOCACY CENTER	1,125.00
Open	NBAZ - Warrant Clearing Account	Check	1098083	07/20/21	Accounts Payable	NAVAJO SANITATION INC	47.70
Open	NBAZ - Warrant Clearing Account	Check	1098084	07/20/21	Accounts Payable	NAVAJO TIMES PUBLISHING COMPANY INC	120.00
Open	NBAZ - Warrant Clearing Account	Check	1098085	07/20/21	Accounts Payable	NAVAJO WESTERNERS	90.54
Open	NBAZ - Warrant Clearing Account	Check	1098086	07/20/21	Accounts Payable	NAVOPACHE ELECTRIC COOPERATIVE	3,249.06
Open	NBAZ - Warrant Clearing Account	Check	1098087	07/20/21	Accounts Payable	FLORA NEZ	148.60
Open	NBAZ - Warrant Clearing Account	Check	1098088	07/20/21	Accounts Payable	CAMDYN NICOLL	15.00
Open	NBAZ - Warrant Clearing Account	Check	1098089	07/20/21	Accounts Payable	HALEY RHAЕ NICOLL	91.84
Open	NBAZ - Warrant Clearing Account	Check	1098090	07/20/21	Accounts Payable	HALEY RHAЕ NICOLL	300.00
Open	NBAZ - Warrant Clearing Account	Check	1098091	07/20/21	Accounts Payable	LAYNE DAVIS NICOLL	15.00
Open	NBAZ - Warrant Clearing Account	Check	1098092	07/20/21	Accounts Payable	DAVE J NIEHUIS	14,850.00

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098093	07/20/21	Accounts Payable	ANTONY C NOTAH	66.00
Open	NBAZ - Warrant Clearing Account	Check	1098094	07/20/21	Accounts Payable	OFFICE DEPOT	171.46
Open	NBAZ - Warrant Clearing Account	Check	1098095	07/20/21	Accounts Payable	DAVID J PADILLA	66.00
Open	NBAZ - Warrant Clearing Account	Check	1098096	07/20/21	Accounts Payable	BRIAN K PARRACK (HIGH COUNTRY AWARDS)	79.34
Open	NBAZ - Warrant Clearing Account	Check	1098097	07/20/21	Accounts Payable	DANA BRYCE PATTERSON	8,500.00
Open	NBAZ - Warrant Clearing Account	Check	1098098	07/20/21	Accounts Payable	RYAN N PATTERSON	100.28
Open	NBAZ - Warrant Clearing Account	Check	1098099	07/20/21	Accounts Payable	DOUGLAS LANCE PEARCE	66.00
Open	NBAZ - Warrant Clearing Account	Check	1098100	07/20/21	Accounts Payable	MERIK G PETTIT	27.50
Open	NBAZ - Warrant Clearing Account	Check	1098101	07/20/21	Accounts Payable	PIMA COUNTY MEDICAL	8,100.00
Open	NBAZ - Warrant Clearing Account	Check	1098102	07/20/21	Accounts Payable	RANDOLPH PLATT DDS	881.00
Open	NBAZ - Warrant Clearing Account	Check	1098103	07/20/21	Accounts Payable	LEONARDO DANIEL PRIETO	66.00
Open	NBAZ - Warrant Clearing Account	Check	1098104	07/20/21	Accounts Payable	QUILL CORP	700.18
Open	NBAZ - Warrant Clearing Account	Check	1098105	07/20/21	Accounts Payable	RHINEHART OIL CO	3,036.42
Open	NBAZ - Warrant Clearing Account	Check	1098106	07/20/21	Accounts Payable	RICOH USA INC	223.77
Open	NBAZ - Warrant Clearing Account	Check	1098107	07/20/21	Accounts Payable	RODE INN	213.22
Open	NBAZ - Warrant Clearing Account	Check	1098108	07/20/21	Accounts Payable	AMBER SASSI	15.00
Open	NBAZ - Warrant Clearing Account	Check	1098109	07/20/21	Accounts Payable	JOHN SCRUGGS	66.00
Open	NBAZ - Warrant Clearing Account	Check	1098110	07/20/21	Accounts Payable	SEAN P WILSON MD	100.00
Open	NBAZ - Warrant Clearing Account	Check	1098111	07/20/21	Accounts Payable	SECURUS TECHNOLOGIES INC	1,504.12
Open	NBAZ - Warrant Clearing Account	Check	1098112	07/20/21	Accounts Payable	SENTRY FIRE AND WELDING SUPPLY INC	170.37
Open	NBAZ - Warrant Clearing Account	Check	1098113	07/20/21	Accounts Payable	RANDY SHERLOCK	126.00
Open	NBAZ - Warrant Clearing Account	Check	1098114	07/20/21	Accounts Payable	SKAGGS PUBLIC SAFETY UNIFORMS & EQUIPMENT	1,017.97
Open	NBAZ - Warrant Clearing Account	Check	1098115	07/20/21	Accounts Payable	JEFF SODERQUIST	66.00
Open	NBAZ - Warrant Clearing Account	Check	1098116	07/20/21	Accounts Payable	SPRINGERVILLE AUTOMOTIVE SERVICE	142.01
Open	NBAZ - Warrant Clearing Account	Check	1098117	07/20/21	Accounts Payable	STAN'S DIESEL AND PERFORMANCE	142.11
Open	NBAZ - Warrant Clearing Account	Check	1098118	07/20/21	Accounts Payable	SUN RIDGE SYSTEMS, INC	27,316.00
Open	NBAZ - Warrant Clearing Account	Check	1098119	07/20/21	Accounts Payable	TABLE TOP TELEPHONE COMPANY INC	507.63
Open	NBAZ - Warrant Clearing Account	Check	1098120	07/20/21	Accounts Payable	THOMSON REUTERS WEST	2,415.77
Open	NBAZ - Warrant Clearing Account	Check	1098121	07/20/21	Accounts Payable	TRIPLE R FUELS	10.00
Open	NBAZ - Warrant Clearing Account	Check	1098122	07/20/21	Accounts Payable	UNIFIRST CORPORATION	72.34
Open	NBAZ - Warrant Clearing Account	Check	1098123	07/20/21	Accounts Payable	VALLEY AUTO PARTS	570.08
Open	NBAZ - Warrant Clearing Account	Check	1098124	07/20/21	Accounts Payable	HEATHER VAN DER NOORD	300.00
Open	NBAZ - Warrant Clearing Account	Check	1098125	07/20/21	Accounts Payable	VERBATIM REPORTING & TRANSCRIPTION LLC	154.05
Open	NBAZ - Warrant Clearing Account	Check	1098126	07/20/21	Accounts Payable	VERIZON WIRELESS	809.12
Open	NBAZ - Warrant Clearing Account	Check	1098127	07/20/21	Accounts Payable	WEBGROUP MEDIA LLC	3,672.00
Open	NBAZ - Warrant Clearing Account	Check	1098128	07/20/21	Accounts Payable	ADDISON WHITING	170.10
Open	NBAZ - Warrant Clearing Account	Check	1098129	07/20/21	Accounts Payable	ANDI WHITING	15.00
Open	NBAZ - Warrant Clearing Account	Check	1098130	07/20/21	Accounts Payable	ASHLEY WHITING	121.50
Open	NBAZ - Warrant Clearing Account	Check	1098131	07/20/21	Accounts Payable	ANTONIA WOOD	87.26

Status	Bank Account	Type	Number	Payment Date	Source	Payee	Amount
Open	NBAZ - Warrant Clearing Account	Check	1098132	07/20/21	Accounts Payable	WOODLAND BUILDING CENTER	118.25
Open	NBAZ - Warrant Clearing Account	Check	1098133	07/20/21	Accounts Payable	JAELYN WRIGHT	303.75
Open	NBAZ - Warrant Clearing Account	Check	1098134	07/20/21	Accounts Payable	DARON YELLOWHORSE	22.50

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date / time / year

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

*[Handwritten Signature]* *7/15/21*

Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of minutes dated June 29, 2021.

BOS Meeting Date Requested 7/27/21

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda. Board Clerk's Initials \_\_\_\_\_

OFFICIAL PROCEEDINGS OF THE APACHE COUNTY  
BOARD OF SUPERVISORS MEETING

June 29, 2021  
St. Johns, Arizona

Present were: Chairman Joe Shirley Jr., Vice Chairman Alton Joe Shepherd and Supervisor Nelson Davis. Also present was County Manager/Clerk of the Board Ryan Patterson and County Attorney Michael Whiting.

Chairman Shirley called to order the Board of Supervisors meeting at 8:30 a.m. in the Board of Supervisors chambers, County Annex Building, 75 West Cleveland Street, St. Johns, Arizona, and welcomed all in attendance.

Ben Dugdale led the Pledge of Allegiance.

Ferrin Crosby gave the invocation.

Chairman Shirley called for the Health District items.

Stephanie McCarthy, on behalf of the Health Department requested approval of an Intergovernmental Agreement #CTR055272 Title V Maternal and Child Health/Healthy Arizona Families Amendment #1. This amendment revises the Scope of Work and Price Sheet in the amount of \$91,587 which has been budgeted for in FY22. It also removes Attachment H ADHS Family Planning Policy and Procedure Manual and adds Exhibit A which defines requirements for pass-through entities. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Mr. Shepherd inquired as to the formula used to determine how the grant is calculated and allotted throughout the entire county. Ms. McCarthy stated it is determined by population. Mr. Shepherd asked for the numbers and services (provided by the grant) in District I & II. Mrs. McCarthy stated she would be happy to sit down with Mr. Shepherd and discuss the grants in further detail. Mr. Shepherd requested this discussion be part of a future work session. Ms. McCarthy stated she would be happy to discuss the grants in an upcoming work session. Vote was unanimous.

Stephanie McCarthy, on behalf of the Health Department requested approval of Contract #CTR050593, Amendment #1, Health Start Program. This contract is extended for the second year through July 5, 2022 in the amount of \$119,000 and has been budgeted for in FY21/22. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Stephanie McCarthy, on behalf of the Health Department requested approval to change the rehire status for previous employee Tina Gonzalez to eligible for rehire. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

**Mr. Davis moved to adjourn the Health District meetings, seconded by Mr. Shepherd.** Vote was unanimous.

Chairman Shirley called for the Library District item.

SueAn Stradling-Collins, Library Director, requested approval of a lease agreement between the Apache County Library District and the Vernon Community Park Committee from July 1, 2021 through June 30, 2022 at the rate of \$25.00 per month. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

**Mr. Shepherd moved to adjourn the Library District meeting, seconded by Mr. Davis.** Vote was unanimous.

Chairman Shirley called for the regular agenda items.

The Board of Supervisors sat as the Board of Directors and following a public hearing, discussion, and possible approval of the 2021-2022 Final Budgets for the Apache County Library District, Apache County Public Health Services District, Apache County Flood Control District, Apache County Juvenile Jail District, Apache County Jail District, Junior College Tuition and the Post-Secondary Education and corresponding tax rates as presented in the budget. A copy of the proposed budgets are available online at [www.apachecountyaz.gov](http://www.apachecountyaz.gov) or in the County Manager's Office. **Mr. Davis made the motion to open the public hearing for comments, seconded by Mr. Shepherd.** Vote was unanimous. There was no one wanting to address the board during the public hearing. **Mr. Shepherd moved to close the public hearing, seconded by Mr. Davis.** Vote was unanimous. **Mr. Davis moved to approve the 2021-2022 Final Budgets for the Apache County Library District, Apache County Public Health Services District, Apache County Flood Control District, Apache County Juvenile Jail District, Apache County Jail District, Junior College Tuition and the Post-Secondary Education and corresponding tax rates as presented in the budget, seconded by Mr. Shepherd.** Vote was unanimous.

The Board resumed sitting as the Board of Supervisors and following a public hearing, discussion and possible adoption of the 2021-2022 Final Budget and related addendum for Apache County. A copy of the proposed budget and addendum are available online at [www.apachecountyaz.gov](http://www.apachecountyaz.gov) or in the County Manager's Office. **Mr. Davis moved to open the public hearing for comments, seconded by Mr. Shepherd.** Vote was unanimous. There was no one wanting to address the Board during the public hearing. **Mr. Davis moved to close the public hearing, seconded by Mr. Shepherd.** Vote was unanimous. **Mr. Davis made the motion to approve the 2021-2022 Final Budget and related addendum for Apache County, seconded by Mr. Shepherd.** Mr. Shepherd stated he is concerned with the addendum that was presented with the budget, the attorneys' office has salary range increases and is an 11<sup>th</sup> hour submission. Mr. Shepherd stated a few years ago the Board talked about a comprehensive salary study but over the years he is seeing salary increases for specific individuals. Mr. Shepherd asked why the increases are listed on the addendum as a number and not a name; names would be more transparent. Mr. Shepherd stated employees received a 3% COLA in December and now another 3% and some individuals are getting salary increases and he would like the addendum to show their names and would like who they are stated for the record. Mr. Shepherd stated the county attorney has employees listed for increases and he has looked into surrounding county attorney salaries and if you compare salaries with case load and data, Apache County is low compared to Navajo County and other surrounding counties. Mr. Shepherd stated he is

concerned overtime hours are being accumulated and if the salary increases are a way to pay off overtime and increases need to be taken under a comprehensive approach but we need to move forward as a county not as individuals. Mr. Shepherd stated he has been a supervisor for 4 ½ years and we have been talking for the past three years about a comprehensive salary study but it is just being piecemealed so he has a lot of questions and would like to see the addendum removed and discussed at a work session, otherwise he will have to oppose the item. Mr. Davis stated in his review of the addendum, some employees are in elected offices and some are under a department and as a member of the board of supervisors, his job is to make sure the right person is hired to run the departments and as voters those elected the officials are who the citizens feel have the ability to run those offices and make decisions. Mr. Davis stated as to a work session for future raises, he is open to that but he is not a micro-manager and the people put in the positions have a budget and told to do the best they can with those funds and trust they are in touch with their people. Mr. Davis stated he has full confidence in the elected officials and managers to make the right decisions. Chairman Shirley stated each department get s a budget and it is in the parameters of their authority to give merit increases and we are giving a 3% across the board raise to all employees. Mr. Shirley stated good people are hard to find and we need to try and keep good staff so that is why some of these merit raises are warranted and he supports it. Mr. Shepherd stated he is not a micro-manager but instead of piecemealing increases, we should be looking at all salaries comprehensively and this addendum came in at the last minute just to get us to pass it but if this is the way we are going to do it, then he can bring his salary adjustments for his staff at the next meeting, because they deserve it. Mr. Shepherd stated that he would like to see a solution that benefits everyone, not just a select few. Mr. Shepherd stated the attorney's office is not providing his office with service and wants to have a discussion regarding outside legal counsel. Motion passed 2-1 with Mr. Shepherd opposing.

Mr. Patterson presented the Consent Agenda items A-C and recommended approval. **Mr. Shepherd moved approval, seconded by Mr. Davis.** County Manager/Clerk of the Board: A. Request approval of demands as distributed to the Apache County Board of Supervisors between June 1, 2021 to June 29, 2021. Payee Amount VERIZON WIRELESS 2,942.00 WHITE MOUNTAIN COMMUNICATIONS 2,304.24 YAVAPAI COUNTY GOVERNMENT 2,350.00 AMAZON CAPITAL SERVICES INC 8,094.52 AMAZON COM INC (Health & Library) 1,317.37 BAUMAN HOME AND AUTO INC 1,136.32 C&I SHOW HARDWARE & SECURITY SYSTEMS INC 12,865.25 CDW GOVERNMENT LLC 2,664.32 DELL COMPUTER CORPORATION 2,405.75 EASTERN ARIZONA COUNTIES ORGANIZATION EAC 6,000.00 ERNIE'S SUPPLY LLC 1,684.34 FAIR WELDING & INSPECTION 1,337.20 FLEET PRIDE 2,093.87 FRONTIER 4,674.68 HOME DEPOT 1,520.46 MERCK SHARP & DOHME CORP 4,870.02 NICOLL CONSTRUCTION LLC 133,424.13 PAGE STEEL 3,055.29 DENNIELLE PATTERSON 1,461.10 PINAL COUNTY ARIZONA 25,800.00 QUILL CORP 3,186.52 JOHN MICHAEL ROBERTSON 3,074.06 SECURUS TECHNOLOGIES INC 2,466.74 SHOW LOW MOTORSPORTS INC 1,567.73 THE AARONS COMPANY LLC 3,000.00 THE ARIZONA PARTNERSHIP FOR IMMUNIZATION 4,151.42 VERIZON WIRELESS 3,597.37 WHITE MOUNTAIN COMMUNICATIONS 3,079.62 APACHE COUNTY 4-H LEADERS COUNCIL 1,000.00 CDW GOVERNMENT LLC 1,943.41 NATIONAL BANK 16,163.80 APACHE COUNTY FSA 1,032.44 APACHE COUNTY HSA 4,118.75 APACHE COUNTY MEDICAL 159,281.94 APACHE COUNTY TAX WITHHOLDING 134,822.26 ASRS LEGACY EORP 8,301.16

AZ STATE RETIREMENT SYSTEM 106,528.03 COLONIAL LIFE AND ACCIDENT INS  
1,449.30 CORRECTIONS OFFICER RET PLAN 11,260.01 CORRECTIONS OFFICER  
RETIREMENT PLAN 520 2,123.54 EORP LEGACY 1,360.17 NATIONWIDE 2,205.50  
NATIONWIDE TRUST FSB 3,893.17 PUBLIC SAFETY PERSONNEL 401 13,397.80  
PUBLIC SAFETY SHERIFF RET 10,012.37 SUPPORT PAYMENT CLEARINGHOUSE  
1,485.13 AMAZON CAPITAL SERVICES INC 2,044.95 AMERIGAS - GALLUP  
1,078.39 AZ DEPT OF RISK MANAGEMENT 1,151.46 AZ NARCOTICS OFFICERS ASSN  
5,000.00 BEACON FIRE AND SECURITY LLC 1,044.18 CONTRACT PHARMACY  
SERVICES INC 1,633.91 EXHIB-IT! TRADESHOW MARKETING EXPERTS 2,912.00  
FBI-LEEDA INC 1,390.00 FLEET PRIDE 1,117.20 FUTURE TIRE 1,689.69  
GUARDIAN TRACKING 3,711.00 KLINT HEAP 1,580.02 HILLYARD/FLAGSTAFF  
2,675.35 HOME DEPOT 1,892.84 HUGHES SUPPLY INC (LAKESIDE) 2,348.60  
INLAND KENWORTH INC (FARMINGTON) 1,405.59 LEGATE, PENROD &  
ASSOCIATES 3,934.00 MH CONSULTING & PROJECT MANAGEMENT LLC 1,400.00  
NAVAJO TIMES PUBLISHING COMPANY INC 2,586.93 NAVAJO WESTERNERS  
2,820.70 PITNEY BOWES 3,132.24 PITNEY BOWES RESERVE ACCOUNT 5,000.00  
PSYCHOLOGICAL AND CONSULTING SERVICES 4,000.00 QUILL CORP 2,059.34  
RHINEHART OIL CO 24,899.87 DAVID JULIAN ROMERO 1,137.60 LAURENCE SCHIFF  
2,200.00 ST JOHNS CITY 2,295.24 TOWER SAFETY & CONSTRUCTION 1,700.00  
TOWN OF EAGAR 1,218.41 TRINITY SERVICES GROUP INC 16,383.14 WALMART  
COMMUNITY 4,073.09 WOODLAND BUILDING CENTER 2,455.65 WRIGHT EXPRESS  
FSC WEX 3,118.83 YAZZIE'S AUTO PARTS INC 2,998.86 RECROOMS.COM 2,699.00  
NACO 1,030.00 ADHS AZ HEALTH CARE COST 22,400.00 AMAZON CAPITAL  
SERVICES INC 2,929.89 AZ ASSN OF COUNTY SCHOOL SUPERINTENDENTS  
3,770.00 BEACON FIRE AND SECURITY LLC 1,688.83 BI2 TECHNOLOGIES LLC  
11,758.00 BREWER LAW OFFICE PLLC 8,500.00 CDW GOVERNMENT LLC  
1,307.15 CHANGEPOINT INTEGRATED HEALTH 3,300.00 CONTINUANT INC  
1,178.20 ELECTION SYSTEMS AND SOFTWARE 4,754.84 ENVIRONMENTAL  
TECHNOLOGY INC 3,477.27 FRONTIER 1,887.15 FUTURE TIRE 1,455.82  
HAMBLIN LAW OFFICE PLC 8,500.00 ROBERT JAMES HIGGINS 3,142.60  
HOME DEPOT 1,423.98 INGRAM LIBRARY SERVICES 3,218.02 KUBL GROUP LLC  
14,800.00 NATIONS GAS TECHNOLOGIES INC 1,099.22 NAVAJO TRIBAL UTILITY  
AUTHORITY 5,893.02 NAVOPACHE ELECTRIC COOPERATIVE 10,990.36  
ORKIN PEST CONTROL 1,682.22 PACIFIC PONDEROSA CO INC 18,867.84  
QUILL CORP 4,518.58 R JOHN R JOHN LEE ATTORNEY AT LAW 8,500.00  
RHINEHART OIL CO 22,683.06 ROGUE FITNESS 5,987.32 RUSH TRUCK CENTER  
1,712.70 SAFELITE AUTO GLASS 1,271.86 SECURUS TECHNOLOGIES INC  
3,751.84 THE GUIDANCE CENTER 1,000.00 THOMSON REUTERS WEST 1,158.79  
TRIPLE P AMERICA INC 2,618.55 WILLIAMS SCOTSMAN INC (WILLSCOT)  
1,327.86 YAZZIE'S AUTO PARTS INC 1,336.34 APACHE COUNTY TAX WITHHOLDING  
1,862.25 JOSEPH YOUNG 1,800.00 AZ DEPT OF REVENUE 4,399.10 HOUSTON  
BARRICADE & SUPPLY LLC 35,791.78 NORTHERN TOOL & EQUIPMENT CO 1,737.54  
APACHE COUNTY HSA 4,118.75 APACHE COUNTY MEDICAL 160,884.56 APACHE  
COUNTY TAX WITHHOLDING 129,313.22 ASRS LEGACY EORP 8,301.16  
AZ STATE RETIREMENT SYSTEM 104,457.75 COLONIAL LIFE AND ACCIDENT INS  
1,449.30 CORRECTIONS OFFICER RET PLAN 11,117.22 CORRECTIONS OFFICER

RETIREMENT PLAN 520 2,013.84 EORP LEGACY 1,360.17 NATIONWIDE 1,940.75  
 NATIONWIDE TRUST FSB 3,843.17 PUBLIC SAFETY PERSONNEL 401 13,397.80  
 PUBLIC SAFETY SHERIFF RET 9,545.23 SUPPORT PAYMENT CLEARINGHOUSE  
 1,302.12 AMAZON CAPITAL SERVICES INC 5,625.82 AZ COUNTIES INSURANCE POOL  
 2,709.00 CDW GOVERNMENT LLC 1,992.10 CRESCENT ELECTRIC SUPPLY CO  
 1,399.77 DELL COMPUTER CORPORATION 2,092.05 BEN DUGDALE 1,878.15  
 ECHELON FRONT LLC 2,300.00 EMPIRE MACHINERY 37,881.17 FRONTIER  
 4,674.87 FRONTIER 1,333.78 HILLYARD/FLAGSTAFF 1,397.43 HOME DEPOT  
 2,000.53 ALANE M MOORE 1,800.00 JASON WAYNE MOORE 1,045.30 MOUNTAIN  
 COMFORT HEATING AND COOLING 1,308.92 MULTICARD 1,359.00 NAVAJO TRIBAL  
 UTILITY AUTHORITY 5,146.46 NAVOPACHE ELECTRIC COOPERATIVE 7,385.99  
 NORTHERN SAFETY COMPANY INC 1,287.31 NORTHLAND PIONEER COLLEGE  
 341,947.76 PACIFIC PONDEROSA CO INC 1,984.34 DANA BRYCE PATTERSON  
 8,500.00 PIMA COUNTY MEDICAL 2,300.00 QUILL CORP 2,588.73 RESCUE RESPONSE  
 GEAR 4,853.66 RHINEHART OIL CO 20,237.77 RIGG LAW FIRM PLLC 2,904.00  
 JOHN MICHAEL ROBERTSON 1,314.63 SECURUS TECHNOLOGIES INC 1,048.83  
 THE LIBRARY STORE INC 1,405.12 THOMSON REUTERS WEST 1,426.27 UNITED  
 INFORMATION SERVICES 20,855.50 VERIZON WIRELESS 4,362.38 WHITE  
 MOUNTAIN REGIONAL MEDICAL CENTER 1,051.01 WRIGHT EXPRESS FSC WEX  
 1,999.76 NAVAJO TRIBAL UTILITY AUTHORITY 3,759.16 NAVAJO TRIBAL UTILITY  
 AUTHORITY 1,387.30 FIRE CAM LLC 2,055.02 SECURUS TECHNOLOGIES INC  
 1,821.67 Demands are payments made, or to be made, by the County. Specific details of the  
 demands may be requested through the County public record request process. B. Request  
 approval of minutes dated June 1, 2021. C. Request approval of the tax exemption for  
 the Arizona Southern Baptist Convention for parcel 209-18-010 pursuant to A.R.S. §42-11153.  
 The exemption was filed late due to an administrative oversight within the organization. Vote  
 was unanimous.

Mr. Patterson requested approval of an Independent Contractor Agreement with Titus Consulting, LLC. **Mr. Davis moved approval, seconded by Mr. Shirley.** Mr. Shepherd asked if other consultants could also be given a contract. Mr. Patterson responded the contract is based on utilization and does not preclude anyone else from bringing a contract for services to the board for consideration. Mr. Davis stated he understands this contract's services are on a as needed basis and if a department chooses to utilize this company, each department will pay for the services out of their own budget. Vote was unanimous.

Mr. Patterson, on behalf of District III, requested approval of a Letter of Support related to broadband infrastructure. **Mr. Davis moved approval, seconded by Mr. Shirley.** Mr. Shepherd stated he does not believe board action is necessary for a letter of support and this letter indicates we support one provider. Mr. Shepherd stated the presentation at the last board meeting didn't reference his district and just left to NTUA and there are public schools on the Navajo Nation that are state funded as well as deeded land, and feels like the cart is being put before the horse. Mr. Shepherd stated the county attorney drafted this letter and asked why it needed board action. Mr. Davis stated that the main issue his constituents have with economic development is a lack of good internet provider and there have been many meetings to come up with a plan to bring a good internet provider and at last month's meeting, we listened to a man tell us he would

do this project start to finish, using his own money, do the surveys, apply for the grants and all he is asking for is a letter of support; we are not signing a contract or giving any commitment, and if someone else came next week and said they have a proposal, we would sit down and listen to them as well. Mr. Davis stated this is the only start to finish project he has on his desk. Mr. Davis stated he is an Apache County supervisor and many times we deal with issues that benefit District I, II and III but everyone in Apache County is his people whether it affects his district or not, if it benefits the people of Apache County it has his support and would hope his colleagues would support this so hopefully something great can come to the county. Mr. Shepherd asked Mr. Whiting why this needs board approval if it's just a letter. Mr. Whiting stated the letter will assist with applying for grants with the Arizona Commerce Authority. Mr. Shirley stated it's better to act as a body or a team, than just as an individual. Vote was unanimous.

Angela Romero, Election Director, requested approval to conduct the November 2, 2021 Special Election as a "Ballot by Mail" election for: an Extension of Override for Round Valley Unified School District #10 and a Special Bond and Override for Window Rock Unified School District #8. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Mr. Shepherd asked if there will be a walk-in polling place for the elections. Mrs. Romero stated there will be replacement centers and election day facilities for those who choose to drop their ballot off in person. Vote was unanimous.

Ferrin Crosby, County Engineer, requested approval to enter into a contract with Woodson Engineering & Survey, Inc., for professional services on County Road C420 (Ganado School Loop). The scope and fee to include project administration topographical survey, civil design and geotechnical investigation. Proposed cost is \$143,240 utilizing District II funds. Mr. Crosby stated there is an opportunity to pay for this out on a NACOG supplemental award that has been applied for and if awarded, would use those funds to pay for the design services. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Brian Hounshell, Emergency Management Director, presented the item in accordance with Outdoor Fire Ordinance 2019-10, notification Apache County entered into Stage 2 Fire Restrictions on June 11, 2021. No action was needed or taken.

Brian Hounshell, Emergency Management Director, requested approval to extend the WFHF 18-202 grant until August 31, 2021 a wildfires hazardous fuels grant. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

Brian Hounshell, Emergency Management Director, requested approval of State Homeland Security Grant Program (EMW-2020-SS-00017-S01). Mr. Hounshell stated this is jointly funded with Navajo and Coconino counties for training and exercise for the North Region. Apache County's portion is \$20,857.33. **Mr. Davis moved approval, seconded by Mr. Shepherd.** Vote was unanimous.

Larry Noble, County Recorder, requested approval to enter into a contract with Tyler Technologies Inc., to provide an updated recording program at a cost not to exceed \$126,000 utilizing Recorder and General Funds. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Mr. Davis thanked Mr. Noble for his work on getting the county all on the same software

program. Vote was unanimous.

Sheriff Dedman presented the request for approval to award Bid B21-04-001 for Provision of Health Care Services to Advanced Correctional Healthcare. **Mr. Shepherd moved approval, seconded by Mr. Davis.** Vote was unanimous.

County Attorney Michael Whiting, requested approval of an Arizona Criminal Justice Commission Grant for Drug, Gang and Violent Crime Control FY2022 Cycle 35, DC-22-020 in the amount of \$72,292.40 with a match of \$24,097.47 for the period of July 1, 2021 through June 30, 2022. **Mr. Shepherd moved approval seconded by Mr. Davis.** Mr. Shepherd asked if this is an ongoing grant and if so, how many years. Mr. Whiting responded the grant is ongoing for almost 20 years. Mr. Shepherd and Mr. Whiting and Mr. Shepherd held a discussion regarding the filing of the grant reports and what amount of the grant goes to providing services to District II. Mr. Shepherd requested to see copies of the reports. Mr. Whiting stated they are on the Arizona Justice website. Mr. Shepherd stated this is what he is referring to when he says he gets no services from the county attorney's office. Mr. Whiting stated he misunderstood Mr. Shepherd wanted actual copies of the grant reports and will provide them. Sheriff Dedman stated he also has concerns regarding gang, drug and alcohol related activities on the reservation and there is a new drug & gang unit he has been meeting with since police manpower has been reduced from 350 to 129 officers any available funding needs to be utilized to assist them. Vote was unanimous.

Craig Sullivan, Executive Director, County Supervisors Association, presented a power point report on recent County Supervisors Association activities including a discussion on the recent legislative session and budget. No action was needed or taken.

Chairman Shirley opened the floor for the call to the public.

Michelle Ralston, Constituent Services Representative for Senator Mark Kelly's office addressed the Board to introduce herself and stated the senator sends his regards and she looks forward to checking in with the Board to communicate important issues between the board and Senator Kelly's office. Mr. Shirley stated the senator was invited to Chinle and was assured he would be there at the end of this month to meet with constituents and hope he attends. Mrs. Ralston stated staff of the senator is planning on attending but she will see if the senator is planning a Chinle visit and will also carry back any questions the board may have.

**Mr. Shepherd moved to adjourn the meeting to the work session, seconded by Mr. Davis.** Vote was unanimous.

A work session power point presentation was held regarding the American Rescue Plan Act and legislative priorities was held. Discussion only, no action was taken.

Sheriff Dedman stated he would like all the elected officials to get notification of future work sessions.

**Mr. Davis moved to adjourn the work session, seconded by Mr. Shepherd. Vote was unanimous.**

Approved this 27<sup>th</sup> day of July, 2021.

ATTEST:

\_\_\_\_\_  
Dr. Joe Shirley, Jr.  
Chairman o the Board

\_\_\_\_\_  
Ryan N. Patterson  
Clerk of the Board

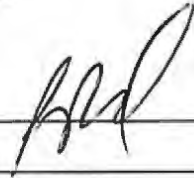
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager

Date/Signature:



Describe in detail what you want to say to the Board and what action you want the Board to take:

Request approval of a proclamation recognizing August as Child Support Awareness Month.

BOS Meeting Date Requested 7/27/21

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda. Board Clerk's Initials

**JOE SHIRLEY, JR.**  
VICE CHAIRMAN OF THE BOARD  
DISTRICT I  
P.O. Box 1952, Chinle, AZ 86503

**ALTON JOE SHEPHERD**  
CHAIRMAN OF THE BOARD  
DISTRICT II  
P.O. Box 994, Ganado, AZ 86505

**NELSON DAVIS**  
MEMBER OF THE BOARD  
DISTRICT III  
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

P.O. BOX 428  
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503  
FACSIMILE: (928) 337-2003



**RYAN N. PATTERSON**  
MANAGER-CLERK  
ST. JOHNS, AZ 85936

**\*CHILD SUPPORT AWARENESS MONTH\***

**WHEREAS**, the County of Apache County joins the Nation in recognizing August as Child Support Awareness Month, and reaffirms its commitment to strengthening Arizona's families by providing child support services to improve the economic stability and well-being of children; and

**WHEREAS**, the State of Arizona will always be committed advocates for our children, whose safety and security remains top of mind; and

**WHEREAS**, a child who receives emotional and financial support is more likely to feel safe and secure and is better equipped with the courage to be their very best in life; and

**WHEREAS**, the Department of Economic Security Division of Child Support Services (DCSS), is robustly committed to putting Arizona's children first and to humbly serving Arizonans with excellence, respect, integrity and kindness, as well as being an overall champion for economic growth and opportunity; and

**WHEREAS**, DCSS is a strong advocate for shared parenting responsibilities because parents and children benefit when both parents are engaged with their child at every stage, regardless of marital status; and

**WHEREAS**, strengthening individuals and families with an emphasis on fiscal responsibility promotes the safety and well-being of children, provides stability, improves the lives of children, and provides opportunities for families to be able to enhance their children's future; and

**WHEREAS**, child support awareness month salutes diligent parents who spend time with their child and who make regular child support payments to safeguard their children's future.

**NOW THEREFORE**, the Apache County Board of Supervisors hereby proclaim the month of August 2021 as

**CHILD SUPPORT AWARENESS MONTH**

**PASSED AND ADOPTED** this 27<sup>th</sup> day of July, 2021.

ATTEST:

---

Dr. Joe Shirley, Jr.  
Chairman of the Board

---

Ryan N. Patterson  
Clerk of the Board

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Community Development

Date/Signature:

*Matthew A. Fulk*

Describe in detail what you want to say to the Board and what action you want the Board to take:

CONSENT AGENDA – Request approval of a Conditional Use Permit application allowing Gunther Haffke and Judy Jameson to operate an FFL/gun dealership and workshop and to construct a seasonal outdoor dining area to place and operate a food trailer. Property is located in Vernon, AZ. A.P.N. 106-44-012B. P&Z Commission unanimously recommended approval June 17, 2021

BOS Meeting Date Requested July 27, 2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

*Judy Jameson*

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

**STAFF REPORT** CONTACT INFORMATION  
 Matthew Fish, Community Development Director

DOCKET/CASE/APPLICATION NUMBER  
 2021-24

APPLICANT/PROPERTY OWNER  
 Gunter Haffke & Judy Jameson

PUBLIC HEARING DATE  
 July 27, 2021

PROPERTY ADDRESS/LOCATION  
 21 ACR 3142

**BRIEF SUMMARY OF REQUEST**

Applicant wants to operate an FFL/gun dealership and workshop and construct a seasonal outdoor dining area to place and operate a food truck. Property is located in Vernon, AZ. A.P.N. 106-44-012B.



MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Agricultural General Zone	Residential	Residential lots	Home & Garage	0.9-acres

**COMPATIBILITY with the COMPREHENSIVE PLAN or COMMUNITY PLAN**  
 No conflict - Apache County seeks to maintain its position as a balanced, family-oriented community, recreationally and socially active, promoting a high quality of life for all age groups and income levels within a stable and secure environment. This development supports that mission and vision, as well as the community.

**COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE**  
 The proposed development meets Apache County Standards and Comprehensive Plan. The Commission and BOS must consider the evaluation criteria set out in the Zoning Ordinance Section 1107.

**PROPERTY INFORMATION**

The property is located in the Vernon Townsite subdivision off of ACR 3140 in the area of the Vernon Fire Station, Vernon Mission and the Vernon Food Pantry.

**Staff Recommendation – Approval with conditions**

1. Follows all FFL guidelines and requirements.
2. Follows all Apache County Food Handler and waste management requirements when operating the seasonal food truck and outside dining
3. Provide adequate parking for both the FFL Dealership & Workshop and during seasonal food truck operation
4. Mitigate for increased dust and traffic
5. Noise mitigation; establish hours of operation
6. Close FFL down should the FFL owner leave the property; the CUP will become null and void.



**CONDITIONAL USE PERMIT APPLICATION**

**APPLICANT**

Name GUNTER HAEFKE + JUDY JAMESON  
 Mailing Address PO BOX 429  
VENONA AZ 85940  
 Contact Person GUNNAR HAEFKE  
 Phone (928) 245-9585 Fax \_\_\_\_\_  
 Email gunnar.haeffe@gmail.com

**PROPERTY INFORMATION**

Assessor's Parcel # 106-44-012B  
 Township VENONA Range 25E Section 21x22  
 Subdivision VENONA TOWNSITE  
 Unit # \_\_\_\_\_ Lot # \_\_\_\_\_  
 Address/Location 21 COUNTY ROAD 342  
 Existing Zoning RESIDENTIAL  
 Existing Land Use RESIDENTIAL  
 Lot Size 0.9

**CONDITIONAL USE PERMIT REQUEST**

Please provide a brief description of the request.

FEL DEALER DETAIL  
SEASONAL OUTDOOR RESTAURANT  
WITH FOODTRUCK

Temporary Use:  Yes  No

**SUBMITTAL CHECKLIST**

- Pre-application meeting with a staff planner in the Planning and Zoning Division.
- Proof of Ownership.
- Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)
- Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners Within 300 feet of subject property.
- Map to property.
- A non-refundable filing fee.
- All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

**CERTIFICATION & SIGNATURE**

Submittal of this application constitutes consent of the applicant in granting the Community Development Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

**Signature of Applicant**

[Signature] Date 05/20/21

**Signature of Property Owner (if not the applicant)**

[Signature] Date 5-3-21

**COMMISSION ACTION**

- Approved  with Conditions  Denied

Resolution # \_\_\_\_\_ Date \_\_\_\_\_  
 Chairman [Signature] Date 6/17/2021

**BOARD ACTION**

- Approved  with Conditions  Denied

Ordinance # \_\_\_\_\_ Date \_\_\_\_\_  
 Supervisor \_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE ONLY**

Received By [Signature] Date 5/4/21  
 Receipt # \_\_\_\_\_ Fee \$300  
 Permit # 2021-24  
 Related Cases \_\_\_\_\_  
 Appeal Filed By \_\_\_\_\_ Date \_\_\_\_\_  
 Receipt # \_\_\_\_\_ Fee \_\_\_\_\_

Apache County  
Community Development

---

Conditional Use Permit Condition (s)

Name: Gunter Haffke & Judy Jameson

Permit # 2021-24

1. Follows all FFL guidelines and requirements.
2. Follows all Apache County Food Handler and waste management requirements when operating the seasonal food truck and outside dining
3. Provide adequate parking for both the FFL Dealership & Workshop and during seasonal food truck operation
4. Mitigate for increased dust and traffic
5. Noise mitigation; establish hours of operation
6. Close FFL down should the FFL owner leave the property; the CUP will become null and void.

APPROVED  
*[Signature]*  
 Notary Public

1-16

# VERNON TOWNSITE

On Parts  
 E 1/2 SEC 21 - R 10 W 1/2 SEC 22  
 T 10 N. R 25 E. G 4 S. R. MER.  
 APACHE COUNTY, ARIZONA  
*[Signature]*

## KNOW ALL MEN BY THESE PRESENTS:

That we Alice Nichols and Effie L. Wilhelm, his wife and E. Wilhelm, all of Vernon, Arizona, have subdivided and platted the following described tract of land to be known as the VERNON TOWNSITE, in the County of Apache, Arizona, and the purposes of the same are as follows: Block 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 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978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

*[Signature]*  
 Alice Nichols  
*[Signature]*  
 Effie L. Wilhelm  
*[Signature]*  
 E. Wilhelm

State of Arizona,  
 County of Apache.

Before me, a Notary Public, in and for the County of Apache, State of Arizona, personally appeared Alice Nichols and Effie L. Wilhelm, his wife, and E. Wilhelm, her husband, known to me to be the persons whose names are subscribed to and who executed the foregoing instrument, and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

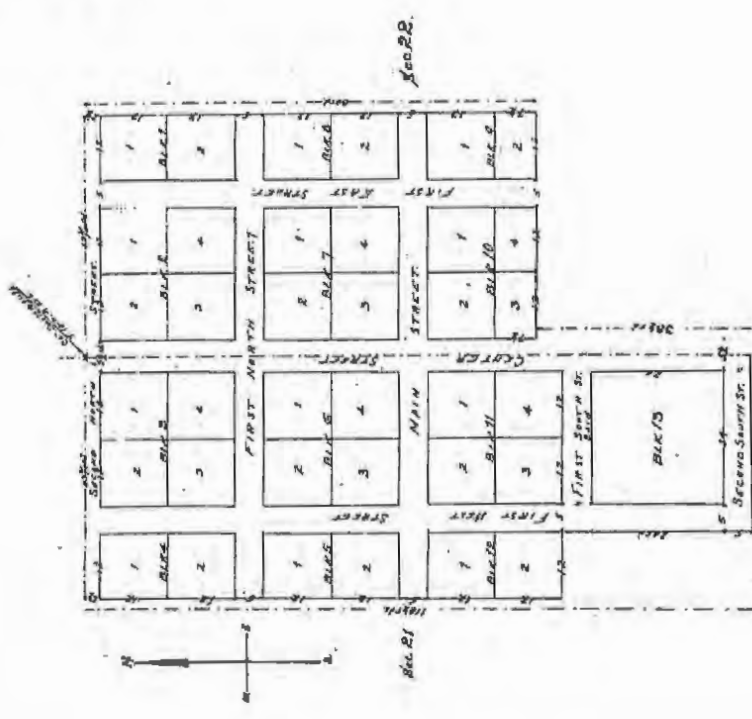
*[Signature]*  
 H. James Wood  
 Notary Public

My Commission expires July 8, 1922.  
 Filed in the Office of the County Recorder of Apache County, Arizona, this 14th day of November 1922.

*[Signature]*  
 Nick J. Ryan  
 County Recorder

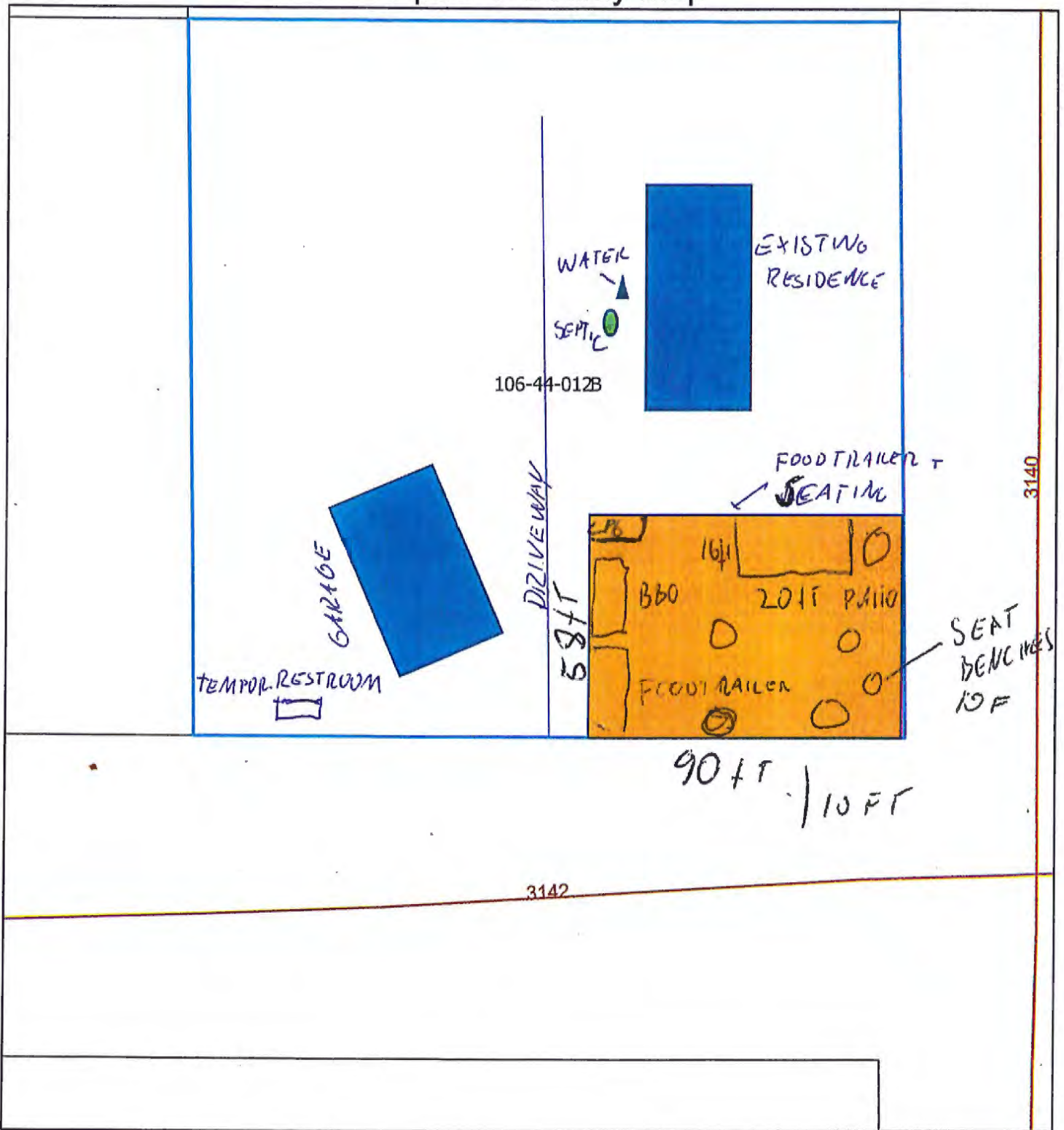
Filed July 14, 1922 at 5:10 P.M.

*[Signature]*  
 County Recorder





# Apache County Map



Impact Statement for Conditional Use Permit Parcel 106-44-021B

1. Number of employees  
1-2 depending on Volume
2. Estimated amount of traffic by day of week;  
Weekdays : 10 cars /day mostly takeout  
Weekends and Bank Holidays: 20 + 20-30 UTV/ATV  
Seasonal from April to November.Closed for Winter.
3. Parking, storage, loading, and service areas needed  
Parking will be provided 8ft inside the west property Boundary.  
Designated Loading area is not needed .Delivery can proceed within Property boundaries.  
Restrooms will be Blue mobile toilets and one will be designated for Disabled customers.  
A Prep Kitch will be build and application for permit will be submitted.
4. Amount of water use and source;  
Community well about 100 gal/month max.
4. Method of handling increased surface drainage.  
Not applicable hence no hard surface .Mostly lawn or grassy.
5. Nearest residences  
List attached  
One resident CURTIS &JEANNE L GILLESPIE who is on the outer limit of the 300FT Impact zone raised concerns about increased traffic. Mitigation strategy is to direct traffic back to CR 3140.  
And also advise customers leave slowly and avoid honking and cruising through The neighborhood. Also there is already traffic passing his property without being regulated using his road as a shortcut to the school.  
All other neighbors are supportive or have not responded to inquiries send out 05/15/2021
6. Amount and types of refuse and sewage;  
General Household Trash picked up by Larson – commercial 4 cubic yard dumpster Once a week . Gray water only about 50gall max disposed into 1250g septic on site
7. Any pollutants and method of handling;  
No Pollutants are being used.
- 8.Site changes necessary including tree removal;  
Existing fence will taken out facing CR 3142 to provide parking .New fence is being build to secure private area. Otherwise no changes .

9. Landscaping and recreation provided;

A new Pergola and 16x14 concrete pad will be build .About 5 wooden Benches will Installed for Seasonal use.

10. Use of natural resources;

None

11. Fire prevention and protection systems;

Not needed based on the Menu .No griddle or Deep fryer is being used.

Standard portable A-B-C Fire extinguisher will be on site .

12. Services required of the county, such as road maintenance and snow removal; and

Not required .All maintenance will happen on Parcels premises

13. Method of controlling dust from traffic areas and other sources.

Limestone grading will be done before business opens for the parking area.

Designated seating area is grassy but if needed will be graded with Basalt grade.

Report of Citizen Meetings ( Permanent Residents of Vernon)

1. All Vernon Citizens are very supportive and excited about a low impact business in Vernon Townsite.
2. Except one Neighbor Curis & Jeanne Gillespie who is at very north far corner of the impact area Has concerns about increased traffic and parking in front of our property .His statement he wants Vernon to quiet as it is which is hard to understand hence we have the library as well the Fire Station and traffic going up McNary every day .

Mitigation approach:

1. We will offer parking on our property and on both sides of 3142.
2. Overflow Parking will at the church .
3. Customers will be advised to drive slow through the neighborhood where needed and no Horn or honking
4. If possible we would like to use some of the parking at the library when there is no other Traffic

Neighbor review of proposed Food Trailer with outside Dining  
as well as proposed FFL/Gun dealership and Workshop

To

Kevin & Catherine Bawden

PO Box 401

Vernon AZ 85940

I reviewed the proposed plans and have no objections

Sign and date

A handwritten signature in blue ink, appearing to be 'A. Bawden', written in a cursive style.

5/9/2021

Neighbor review of proposed Food Trailer with outside Dining  
as well as proposed FFL/Gun dealership and Workshop

To

Hunter M Olson Marla J Olson Beneficiaries

PO Box 75

Vernon AZ 85940

I reviewed the proposed plans and have no objections

Sign and date

 5/9/21

Neighbor review of proposed Food Trailer with outside Dining  
as well as proposed FFL/Gun dealership and Workshop

To

BRADY MICHAEL & CHRISTINE JT

I reviewed the proposed plans and have no objections

Sign and date

Michael Brady 5/3/21

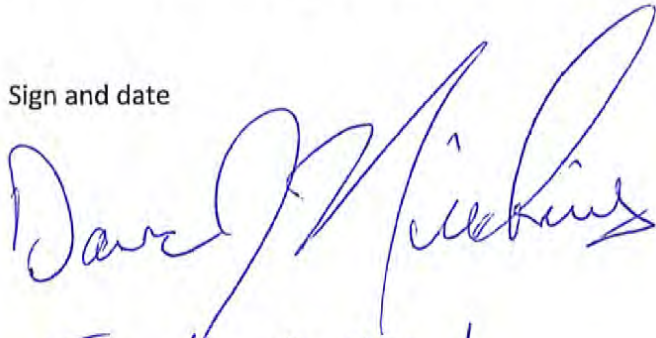
Neighbor review of proposed Food Trailer with outside Dining  
as well as proposed FFL/Gun dealership and Workshop

To

Vernon Fire

I reviewed the proposed plans and have no objections

Sign and date

  
5-1-2021

Neighbor review of proposed Food Trailer with outside Dining  
as well as proposed FFL/Gun dealership and Workshop

To

PENROD DELBERT KIM AND SHANNA

I reviewed the proposed plans and have no objections

Sign and date

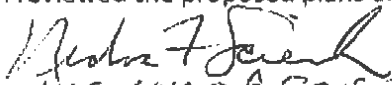
*Shanna Penrod* 4/29/2021

Neighbor review of proposed Food Trailer with outside Dining  
as well as proposed FFL/Gun dealership and Workshop

To

Vernon Fire Mission

I reviewed the proposed plans and have no objections

  
NICHOLAS P. SCIENSKI  
Sign and date -4-29-21

Lonnie K. and Shelley R. Frost  
5724 W Victory Way  
Florence, AZ 85132

May 25, 2021

Apache County Planning and Zoning  
75 W. Cleveland  
P.O. Box 238  
St. Johns, AZ 85936

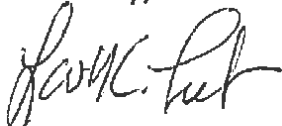
RE: Ghaffle, Parcel 106-44-012B

Greetings:

We received a request from Mr. Ghaffle to voice our approval of a proposed food trailer and gun dealership on parcel 106-44-012B. I have enclosed a copy of the exhibit he provided us for your reference.

We wish to voice our disapproval of this proposed project. We own, and partially own with my brother, parcels 106-44-015A and 015B. Our property is located approximately 300 feet east of this proposed use. We do not feel these proposed uses conform to the character of this neighborhood and community (Vernon) and will not add value. We ask that these uses not be permitted.

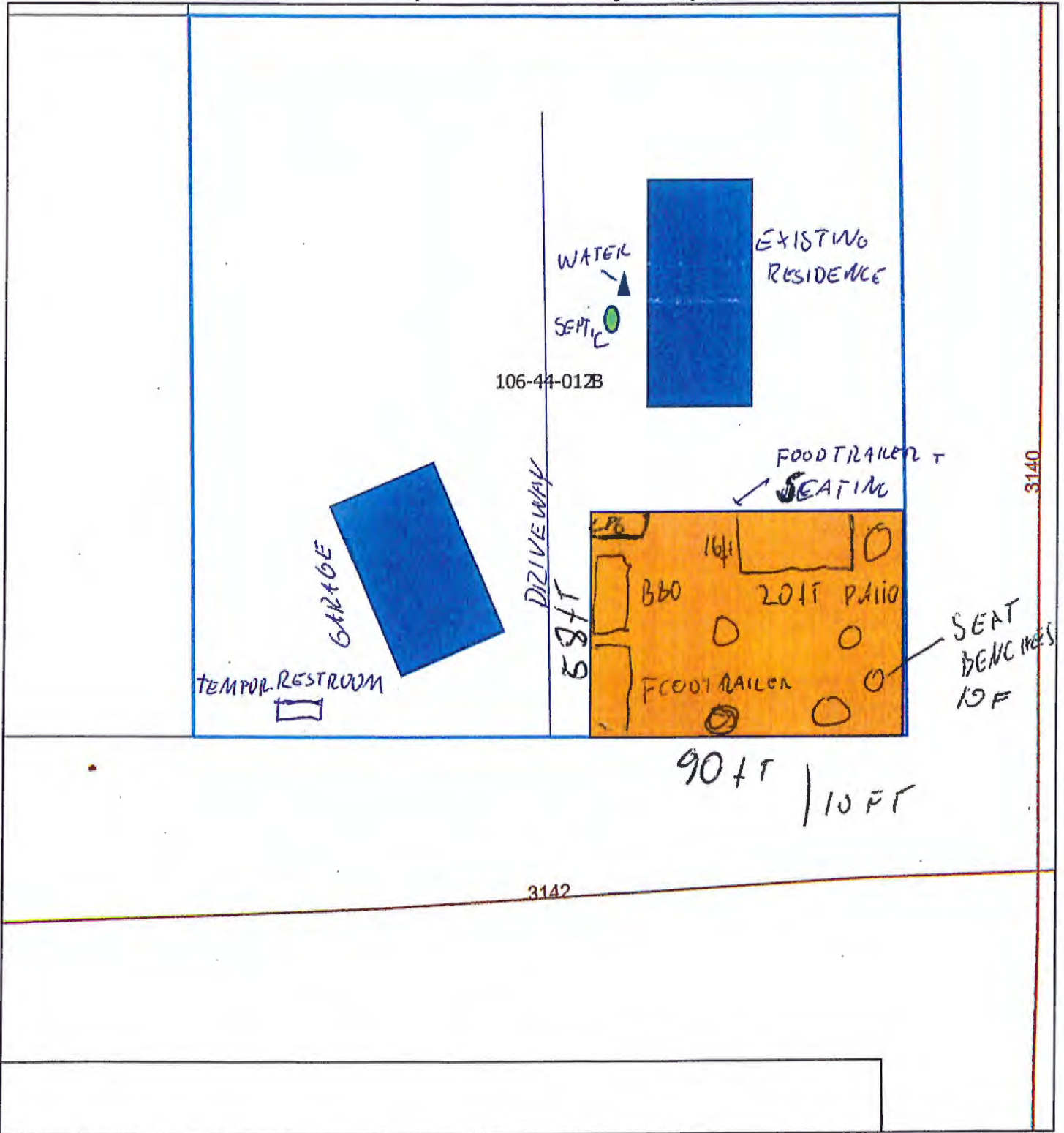
Sincerely,

A handwritten signature in black ink, appearing to read "Lonnie K. Frost". The signature is written in a cursive, flowing style.

Lonnie K. Frost

Enclosure: Exhibit showing proposed uses on parcel 106-44-012B

# Apache County Map



WHITE MOUNTAIN INDEPENDENT  
P.O. BOX 1570, SHOW LOW, AZ 85902  
367 N. Main St. Suite 2, Eagar, AZ 85925  
928-537-5721 PHONE 928-537-1780 FAX

State of Arizona )  
 ) ss.  
County of Navajo )

Affidavit of Publication  
 Navajo  Apache

The Apache County Planning and Zoning Commission will hold a meeting on Thursday, June 17, 2021 at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARING, consideration and possible recommendation for approval of a Conditional Use Permit to allow Gunther Haffke and Judy Jameson to operate an FFL/gun dealership and workshop and to construct a seasonal outdoor dining area to place and operate a food truck. Property is located in Vernon, AZ. A.P.N. 108-44-012B.

PUBLIC HEARING, consideration and possible recommendation for approval of a Conditional Use Permit to allow Preston Smith to add four additional self-storage buildings to the existing Concho Mini Storage over the next 5 years; this would add approximately 144 individual storage units. Property is located in the Concho Valley Subdivision Unit 1 in Concho, AZ. A.P.N. 201-27-380 and 201-27-381.

\*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Shanna at (928) 337-7526, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Commission may participate telephonically or through video communication.

\*These items are available on the county Web site at [www.co.apache.az.us](http://www.co.apache.az.us) at least 24 hours prior to the scheduled meeting. Those wishing to comment on any of these items may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936, or e-mail [planning@co.apache.az.us](mailto:planning@co.apache.az.us).

\*\*\*If you plan to attend the public meeting, please call (928) 337-7526 the day of the meeting to ensure that the meeting has not been cancelled or postponed.

Published in the White Mountain Independent: #110486, F, May 28, 2021

I, Victoria Starns, being first duly sworn, depose and say: I am the agent of the White Mountain Publishing, LLC. publisher of the White Mountain Independent, a semi-weekly newspaper of general circulation published at Eagar, County of Apache, and Show Low, County of Navajo, Arizona and that the copy hereto attached is a true copy of the advertisement as published in the White Mountain Independent on the following date(s):

05/28/2021

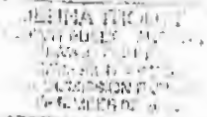
White Mountain Independent

Victoria Starns

Sworn to me this

1<sup>st</sup> day of June, 2021 A.D.

Jennet Toubt  
Notary Public



that by her signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument. WITNESS my hand and official seal. /s/Brenda Tucson, Notary Public, My Commission Expires March 31, 2023 Y61500  
Pub: 5/14, 21, 28 & 5/4, 2021

Published in the White Mountain Independent: #108949, F, May 14, May 21, May 28, June 4, 2021

The White Mountain Apache Housing Authority (Owner) will receive sealed bids from licensed contractors for the installation of water, sewer, roads, grading and house pad preparation that will support construction of 36 New Housing Units located at two adjacent sites: Site 1A comprising of Twenty-eight (28) New Housing Units and Site 1B comprising of Ten (10) New Housing Units in Hon Dah, Arizona on the Fort Apache Indian Reservation. Compliance with Indian Preference applies to this Invitation for Bid. Bids shall be received at WMAHA-Development Office located at 50 West Chinatown Street no later than 2:00 pm MST on June 10, 2021. Pre-bid meeting will be held at 2:00 on May 19, 2021 at the same location. Project plans and specifications can be found on WMAHA website at [www.wmaaha.us](http://www.wmaaha.us)

Published in the White Mountain Independent: #109348, T, F, May 18, May 21, May 25, May 28, June 1, 2021

ARTICLES OF ORGANIZATION OF LIMITED LIABILITY COMPANY ENTITY INFORMATION  
ENTITY NAME: BATCH 3 BBQ SAUCE, LLC  
ENTITY ID: 23222785  
ENTITY TYPE: Domestic LLC  
EFFECTIVE DATE: 05/13/2021  
CHARACTER OF BUSINESS: Any legal purpose  
MANAGEMENT STRUCTURE: Member-Managed  
PERIOD OF DURATION: Perpetual  
PROFESSIONAL SERVICES: N/A  
STATUTORY AGENT INFORMATION  
STATUTORY AGENT NAME: Brett Rigg  
PHYSICAL ADDRESS: 377 E. White Mt. Blvd., PINETOP, AZ 85935  
MAILING ADDRESS: 377 E. White Mt. Blvd., PINETOP, AZ 85935  
PRINCIPALS ADDRESS  
1508 E. 1<sup>st</sup> Ave., EAGAR, AZ 85925.  
PRINCIPALS  
Member: Cane D. Kennebeck - 1508 E. 1<sup>st</sup> Ave., EAGAR, AZ, 85925, USA -  
- Date of Taking Office:  
Member: Val Kennebeck - 1508 E. 1<sup>st</sup> Ave., EAGAR, AZ, 85925, USA -  
- Date of Taking Office:  
ORGANIZERS  
Brett Rigg: 377 E. White Mt. Blvd., PINETOP, AZ, 85935, USA,  
SIGNATURES  
Organizer: Brett Rigg - 05/13/2021

Published in the White Mountain Independent: #109586, T, F, May 28, June 1, June 4, 2021

NOTICE (for publication)  
ARTICLES OF ORGANIZATION HAVE BEEN FILED  
OFFICE OF THE ARIZONA

RIS HALL, PLLC /000 North 100th Street, Suite 105 Phoenix, Arizona 85020 Attorneys for Personal Representative  
5/28, 6/4, 6/11/21  
CNS-3473067#  
WHITE MOUNTAIN INDEPENDENT

Published in the White Mountain Independent: #108900, F, May 28, June 4, June 11, 2021

NOTICE (for publication)  
ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR  
I. Name: Classics Grill & Arcade  
II. The address of the known place of business is: 234 W Aspen Way Snowflake, AZ 85937  
III. The name and street address of the Statutory Agent is: Cody Core, 234 W Aspen Way, Snowflake, AZ 85937  
B. [X] Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are: (Please check appropriate box for each)  
Cody Core  
234 W Aspen Way  
Snowflake, AZ 85937  
[X] member [ ] manager

Published in the White Mountain Independent: #109949, T, F, May 25, May 28, June 1, 2021

Notice to Creditors In the Superior Court of the State of Arizona in and for the County of Apache. In the matter of the Estate of Patricia E Brownwofe, Deceased CASE# PB-2021-055. Notice is hereby given that Michael P Williams has been appointed Personal Representative of this Estate. All persons having claims against the Estate are required to present their claims within four (4) months after the date of the first publication or the claims will be forever barred. Claims must be presented by delivering or mailing a written statement of the claim to the Personal Representative at 1700 Walnut Blossom Way, Modesto Ca 95355.

Published in the White Mountain Independent: #110192; F, May 28, June 4, June 11, 2021

SUMMONS  
CASE NO. S0100CV20210004  
SUPERIOR COURT OF ARIZONA  
APACHE COUNTY BRUCE R. BROWN, Plaintiff, vs. ROBERT MOORE and JANE DOE MOORE, his wife; DOE ENTITIES 1-20, THE HEIRS AND DEVICES OF JEANNETTE M. MOORE; DOE ENTITIES 21-40, THE UNKNOWN HEIRS AND DEVICES OF ROBERT MOORE, IF DECEASED; and MARLEITA BECAY, TREASURER OF APACHE COUNTY, ARIZONA, Defendants. THE STATE OF ARIZONA TO THE DEFENDANTS: DOE ENTITIES 1-20, THE HEIRS AND DEVICES OF JEANNETTE M. MOORE AND DOE ENTITIES 21-40, THE UNKNOWN HEIRS AND DEVICES OF ROBERT MOORE, IF DECEASED WARNING: THIS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS. READ THIS SUM-

5/28, 6/4, 6/11, 6/18/21  
CNS-3474005#  
WHITE MOUNTAIN INDEPENDENT  
Published in the White Mountain Independent: #110199, F, May 28, June 4, June 11, June 18, 2021

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PUBLIC HEARING, consideration and possible recommendation for approval of a Conditional Use Permit to allow Preston Smith to add four additional self-storage buildings to the existing Concho Mini Storage over the next 5-years; this would add approximately 144 individual storage units. Property is located in the Concho Valley Subdivision Unit 1 in Concho, AZ, A.P.N. 201-27-360 and 201-27-381.

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\*These items are available on the county Web site at [www.co.apache.az.us](http://www.co.apache.az.us) at least 24 hours prior to the scheduled meeting. Those wishing to comment on any of these items may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936, or e-mail [planning@co.apache.az.us](mailto:planning@co.apache.az.us).

\*\*\*If you plan to attend the public meeting, please call (928) 337-7526 the day of the meeting to ensure that the meeting has not been cancelled or postponed.

Published in the White Mountain Independent: #110486, F, May 28, 2021

ALPINE SANITARY DISTRICT PROPOSED DISTRICT BUDGET 2021-2022  
Pursuant to A.R.S. Section 4B-2026, notice is hereby given that the following is a true and correct Statement of the proposed amounts to be submitted to the Apache County Board of Supervisors, as the Official Budget of the Alpine Sanitary District, Apache County,

Cabins & Motels: Base Rate	35.00
Plus each cabin or room	4.50
Travel Trailer, Mobile Home or RV	
Parks: Base Rate	35.00
Plus each space	4.50
Plus each RV dump site	15.00
Fees each public shower head	3.00
Restaurants & Cafes	70.00

PUBLIC HEARING  
A Public Hearing on the above Proposed Budget, and the Proposed Rates and Fees for fiscal year 2021-2022, will be held by the Board of Directors of the Alpine Sanitary District on Thursday, June 17, 2021 in the ASD/ARDWID Conference Room, located at #11 CR 2052, Alpine, Arizona, beginning at 3:30 P.M. Any interested person may attend the hearing. Any individual wishing to comment on any matter relating to the Proposed Budget and/or the Proposed Rates and Fees, will be heard by the Board.

Published in the White Mountain Independent: #110500, F, May 28, June 4, 2021

ALPINE DOMESTIC WATER IMPROVEMENT DISTRICT PROPOSED DISTRICT BUDGET 2021-2022

Pursuant to A.R.S. Section 4B-252, notice is hereby given that the following is a true and correct Statement of the proposed amounts to be submitted to the Apache County Board of Supervisors, as the Official Budget of the Alpine Domestic Water Improvement District, Apache County, Arizona for the fiscal year July 1, 2021 to June 30, 2022.

PROPOSED DISTRICT BUDGET 2021-2022	
INCOME	
Service & User Revenue	401,337
Interest Income	700
Beginning Balance	60,000
Employee Contribution to ASRS	
TOTAL INCOME	18,272
EXPENSES	\$480,309
Administration	66,694
Operations	69,550
Wages & Salaries	170,577
Capital Expenditures	116,751
Other Expenses	56,737
TOTAL EXPENSE	\$480,309

Pursuant to A.R.S. Section 4B-252, notice is hereby given that the following is a true and correct statement of the specific amounts of the Rates and Fees proposed by the Alpine Domestic Water Improvement District, Apache County, Arizona for fiscal year July 1, 2021 to June 30, 2022.

PROPOSED DISTRICT RATES AND FEES 2021-2022	
SERVICE AND USER FEES	
Account Transfer Fee	14.00
Late Payment Fee	5.00
Returned Check Fee	25.00
Meter Tampering & Unauthorized use of water	1,000.00
Account Re-establishment Fee - # of months off X monthly base rate.	Maximum amount \$500.00.
NEW SERVICE LINE & METER INSTALLATION CHARGES	
5/8" 3/4" Residential Meter	1250.00
1" Residential Meter	1500.00
METER DEPOSIT	
5/8" 3/4" Residential Meter	180.00
1" Residential Meter	480.00
All larger meter deposits and service installation fees will be determined by the General Manager.	

COMPACTION...  
TOTAL NON TAX REVENUE \$33,200

TOTAL REVENUES \$ 449,450

EXPENSES	
COMPACTOR OPERATING CONTRACT	\$ 158,400
TIPPING FEES	\$ 169,605
BRUSH PIT MAINTENANCE	\$ 8,500
BRUSH PIT ATTENDANT	\$ 18,600
INSURANCE	\$ 14,500
BOARD ADMIN ASST	\$ 6,900
PORTA-JOHN	\$ 1,000
AUDIT	\$ 1,550
PUBLICATION	\$ 150
SOFTWARE	\$ 200
OFFICE SUPPLIES	\$ 1,000
EQUIPMENT & IMPROVEMENTS - COMPACTOR	\$ 60,000
ALLOCATION TO CAPITAL FUND	\$ 9,045

TOTAL EXPENSES \$ 449,450

ASSESSED VALUATION \$ 92,356,341

TAX RATE \$ 0.4507

Published in the White Mountain Independent: #110503, T, F, May 28, June 1, 2021

PUBLIC NOTICE  
Navajo County Board of Adjustment June 9, 2021 - 10:00 a.m.

The Navajo County Board of Adjustment will hold a public hearing on Wednesday, June 9, 2021, beginning at 10:00 a.m., in the Board of Supervisors' Chambers, Navajo County Governmental Center, 100 East Code Talkers Drive, Holbrook, Arizona. Members of the Board will attend either in person, videoconference, or by telephonic conference call. The purpose of this hearing will be to consider the following:

ITEM #1 - UP 21-005 - USE PERMIT, DISTRICT IV: Discussion and possible action on a request by Hal Eamhardt on their approximately 14.27-acre, A-General zoned parcel to allow for a Use Permit, to permit and expand an already-existing, 1250 square foot guest house, located on APN 205-21-002Y, a portion of Township 11 North, Range 20 East, Section 27 of the Gila and Salt River Meridian.

ITEM #2 - UP 21-006 - USE PERMIT, DISTRICT IV: Discussion and possible action on a request by Pauline Pfeister on their approximately 1.87-acre, A-General zoned parcel to allow for a Use Permit to permit an existing 440 square foot home as a guest house in order to allow the construction of a 1248 square foot home as the primary residence, located on APN 206-26-032, a portion of Township 12 North, Range 17 East, Section 32 of the Gila and Salt River Meridian.

ITEM #3 - UP 21-007 - USE PERMIT, DISTRICT V: Discussion and possible action on a request by Michael Granillo on their approximately 1.00-acre, A-General zoned parcel to allow for a Use Permit to permit a 432 square foot guest house, located on APN 212-19-011C, a portion of Township 09 North, Range 22 East Section 22 of the Gila and Salt River Meridian.

# NOTICE

THE APACHE COUNTY  
PLANNING & ZONING COMMISSION  
WILL HOLD A PUBLIC MEETING  
75 W. Cleveland Street,  
County Annex Board of Supervisors Room

Thursday, June 17, 2021

AT 1 pm

FOR THE PURPOSE OF  
**CONDITIONAL USE PERMIT**

To operate an FFL/gun dealership &  
seasonal outdoor dining & food truck

FOR THE PROPERTY

DESCRIBED AS FOLLOWS:

PARCEL/REFERENCE NUMBER: 106-44-012B

LOCATION/LEGAL DESCRIPTION \_\_\_\_\_

Township: 10N, Range: 25E, Section 21 & 22

ALL INTERESTED PERSONS ARE ENCOURAGED  
TO ATTEND THE PUBLIC MEETING

# HEARING

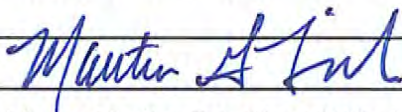
Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Community Development

Date/Signature:



Describe in detail what you want to say to the Board and what action you want the Board to take:

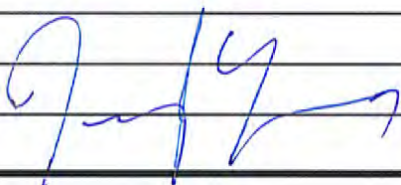
CONSENT AGENDA – Request approval of a Conditional Use Permit application allowing Preston Smith to add four additional self-storage buildings to the existing Concho Mini Storage over the next 5-years; this would add approximately 144 individual storage units. Popery is located in the Concho Valley Subdivision Unit 1 in Concho, AZ. A.P.N. 201-27-380 and 201-27-381. P&Z Commission unanimously recommended approval June 17, 2021

BOS Meeting Date Requested July 27, 2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature



Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

**STAFF REPORT** CONTACT INFORMATION

Matthew Fish, Community Development Director

DOCKET/CASE/APPLICATION NUMBER  
2021-23APPLICANT/PROPERTY OWNER  
Preston SmithPUBLIC HEARING DATE  
July 27, 2021PROPERTY ADDRESS/LOCATION  
27 & 29 ACR 5064

## BRIEF SUMMARY OF REQUEST

Applicant wants to add four additional self-storage buildings to the existing Concho Mini Storage over the next 5-years; this would add approximately 144 individual storage units. Property is located in the Concho Valley Subdivision Unit 1 in Concho, AZ. A.P.N. 201-27-380 and 201-27-381.



MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Designated within the Subdivision for Commercial use  Zoned AG General	Residential	Residential & Commercial lots	Storage Units	2-acres

## COMPATIBILITY with the COMPREHENSIVE PLAN or COMMUNITY PLAN

The Mission of the Concho Area Plan is to build a better community that meets the community need for social economic, cultural, religious, and political structures. The Additional storage units supports that mission and vision, as well as the community.

## COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE

The lot has been designated for commercial use by the developer. The proposed development meets with Apache County Standards and Comprehensive Plan. The Commission and BOS must consider the evaluation criteria set out in the Zoning Ordinance Section 1107.

## PROPERTY INFORMATION

A CUP was granted in 1996 to develop a Mini Storage facility on APN 201-27-381 and in 1998 for additional storage buildings; there is currently three storage buildings on the property. Applicant combined Lots 380 & 381 and was granted approval on March 31, 2021; a new APN has not been assigned at this time.

**Staff Recommendation – Approval**



**CONDITIONAL USE PERMIT APPLICATION**

**APPLICANT**

Name Preston Smith  
 Mailing Address 1685 W 5350 S  
Rexburg, ID 83440  
 Contact Person Preston Smith  
 Phone 480-262-1690 Fax \_\_\_\_\_  
 Email preston@conchoministorage.com

**PROPERTY INFORMATION**

Assessor's Parcel # 201-27-381 + 201-27-380  
 Township 12N Range 26E Section 7  
 Subdivision Concho Valley  
 Unit # 1 Lot # C14 + C15  
 Address/Location 29 CR 5064 Concho, AZ 85924  
27 CR 5064 Concho, AZ 85924  
 Existing Zoning Agriculture  
 Existing Land Use Self storage facility  
 Lot Size Each lot is 1 ac

**CONDITIONAL USE PERMIT REQUEST**

Please provide a brief description of the request.  
I'm looking to add to my existing self storage facility. I'll add 8<sup>th</sup> new buildings over the course of 5 years.

Temporary Use:  Yes  No

**SUBMITTAL CHECKLIST**

- Pre-application meeting with a staff planner in the Planning and Zoning Division. ✓
- Proof of Ownership. ✓
- Application, photographs, diagrams, site plans with the setbacks noted, and any other required information. Please be precise and detailed. (See the attached guidelines)
- Citizen Review Process as listed in ordinance Section 1106. And a list of names and addresses of all the property owners Within 300 feet of subject property.
- Map to property.
- A non-refundable filing fee.
- All required items need to be submitted to Planning and Zoning at least 30 days prior to the next scheduled meeting.

**CERTIFICATION & SIGNATURE**

Submission of this application constitutes consent of the applicant in granting the Community Development Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

**Signature of Applicant**

[Signature] Date 3-24-2021

**Signature of Property Owner (if not the applicant)**

\_\_\_\_\_ Date \_\_\_\_\_

**COMMISSION ACTION**

Approved  with Conditions  Denied

Resolution # \_\_\_\_\_ Date \_\_\_\_\_  
 Chairman John Fullmer Date 6/17/2021

**BOARD ACTION**

Approved  with Conditions  Denied

Ordinance # \_\_\_\_\_ Date \_\_\_\_\_  
 Supervisor \_\_\_\_\_ Date \_\_\_\_\_

**OFFICE USE ONLY**

Received By [Signature] Date 5/3/21  
 Receipt # VV066 Fee \$500  
 Permit # 2021-23  
 Related Cases CUP 1998 minor Plat Combo 3/31/21  
 Appeal Filed By \_\_\_\_\_ Date \_\_\_\_\_  
 Receipt # \_\_\_\_\_ Fee \_\_\_\_\_









Preston Smith  
Concho Mini Storage  
24 CR 5064  
Concho, AZ 85924

To Parcel Holder,

I am Preston Smith, owner of Concho Mini Storage. I'm writing you this letter to let you know about a proposed expansion to Concho Mini Storage. I am proposing the adding of 5 additional buildings of self storage units to acres (parcels 201-27-381 and 201-27-380) that are currently fenced as Concho Mini Storage. This would add an additional 161 individual storage units to the current facility. The plan would be to add one additional building each year for the next 5 years. All buildings added would be the same size and shape of the current buildings, there would be no two story buildings.

Due to the risks associated with COVID-19, I will be holding a video conference meeting on February 25th at 4-5pm MST. To attend the meeting go to [www.conchoazstorage.com](http://www.conchoazstorage.com) at the specified time of the meeting.

If you don't have a computer that allows you to attend the meeting you can join via phone by using the following information: call +1(669)900-6833 or +1(253)215-8782 and use meeting ID 860-7141-3292 and passcode: 723351.

Included with this letter is an overhead view of Concho Mini Storage with the proposed additional buildings.

Sincerely,

Preston Smith  
Owner - Concho Mini Storage

## Property Owner

Preston Smith - 1685 W 5350 S Rexburg, ID 83440

## Citizen Participation report

1. Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal - **March 11th at 4pm MT, location was on a zoom meeting link that could be accessed by visiting [www.conchoazstorage.com](http://www.conchoazstorage.com)**
2. Content, dates mailed, and numbers of mailings, including letters, meeting notices, newsletters, and other publications
  - a. Dates mailed - **February 23rd 2021**
  - b. Letter - **Attached**
3. Where residents, property owners, and interested parties receiving notices, newsletters, or other written materials are located
  - a. Addresses **Attached**
4. The number of people who participated in the process - **0**
5. The percentage of those notified who participated in the process - **0%**

A summary of perceived or real concerns, issues, and problems expressed during the process, including:

**No one attended the meeting**

## Letter To Parcel Holders

Preston Smith  
Concho Mini Storage  
24 CR 5064  
Concho, AZ 85924

Dear Parcel Holder,

I am Preston Smith, owner of Concho Mini Storage. I'm writing you this letter to let you know about a proposed expansion to Concho Mini Storage. I am proposing the adding of 5 additional buildings of self storage units to acres (parcels 201-27-381 and 201-27-380) that are currently fenced as Concho Mini Storage. This would add an additional 161 individual storage units to the current facility. The plan would be to add two additional buildings (buildings A & B) each year for the next 3 years. All buildings added would be the same size and shape of the current buildings, there would be no two story buildings.

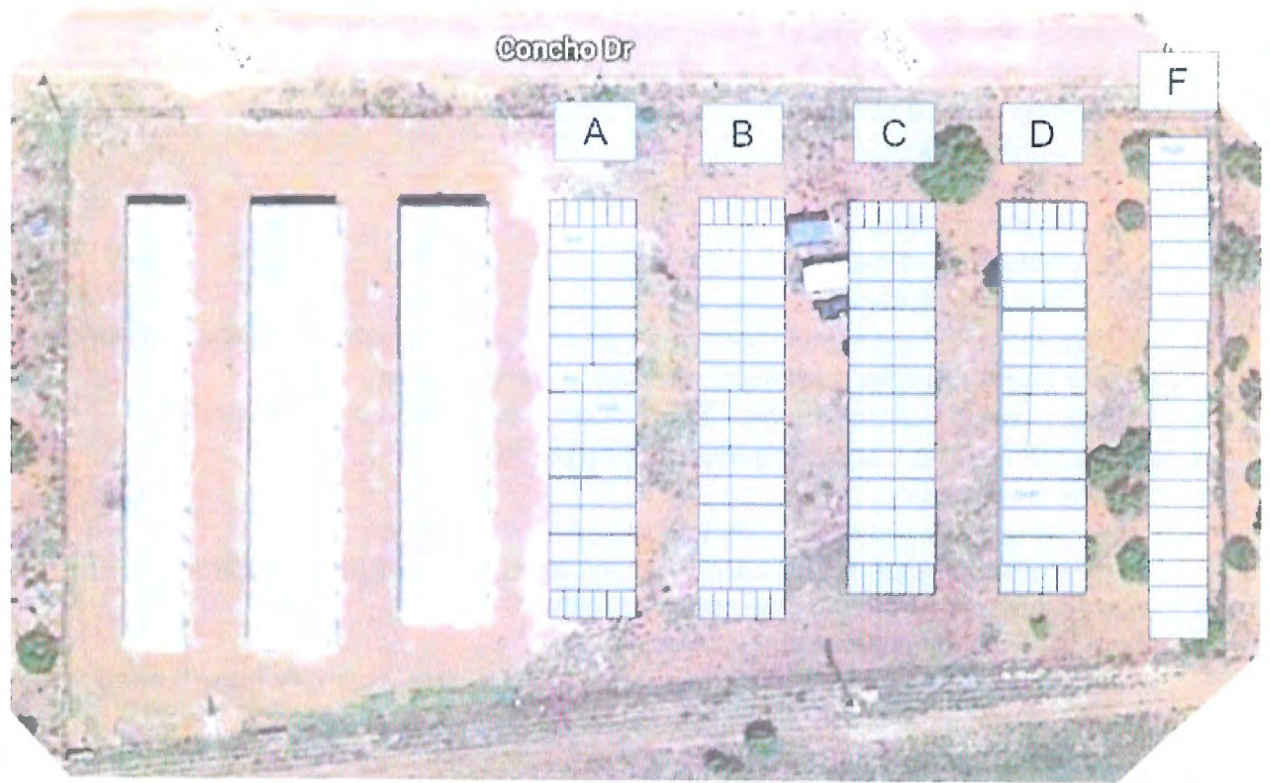
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Included with this letter is an overhead view of Concho Mini Storage with the proposed additional buildings.

Sincerely,

Preston Smith  
Owner - Concho Mini Storage



## Impact Statement:

This statement shall include the following:

- Number of employees - 1
- Estimated amount of traffic by day of week
  - **Monday - 2 cars**
  - **Tuesday - 2 cars**
  - **Wednesday - 2 cars**
  - **Thursday - 2 cars**
  - **Friday - 2 cars**
  - **Saturday - 5 cars**
  - **Sunday - 4 cars**
- Parking, storage, loading, and service areas needed - **This will be additional storage units with no need for additional parking or service area**
- Amount of water use and source - **There is no water used on the property**
- Method of handling increased surface drainage - **Attached**
- Nearest residences -
  - THOMPSON JERALD W - PO BOX 455 CONCHO, AZ 85924
  - SALAS ARTHUR R SR & LENORE T - HC 30, BOX 3206 CONCHO, AZ 85924
- Amount and types of refuse and sewage - **None**
- Any pollutants and method of handling - **None**
- Site changes necessary including tree removal - **The current empty lot will need to be cleared of all trees, leveled and gravel added.**
- Landscaping and recreation provided - **Where available, I will add trees and shrubs to enhance the property.**
- Use of natural resources - **None**
- Fire prevention and protection systems - **The new units will be made of steel and the local fire department will have an access code to the property.**
- Services required of the county, such as road maintenance and snow removal - **Nothing in addition to what is currently provided**
- Method of controlling dust from traffic areas and other sources - **Gravel added to the site.**

# Map To Location

From Apache County Building Official, 75 W Cleveland  
to Concho Mini Storage, 74 C R 5064, Concho Drive, C.

20 min

**Apache County Building Official**

- Head west on US 180 W/W Cleveland St toward S 1st St W
  - Continue to follow US 180 W
- Continue straight onto A2 61 W
- Turn right onto Cedar Ln
  - Destination will be on the right

**Concho Mini Storage**

Map navigation controls: Back, Forward, Home, Map, Street View, Location, Layers, Full Screen, Print, Share, Settings, Help, About.

Map data: © 2023 Google, Imagery © 2023 Google, Terrain © 2023 Google, Streets © 2023 Google.

# Mini Storage Quote



Customer Name: Preston Smith  
 Delivery Address: \_\_\_\_\_  
 City/State/Zip: Concho, AZ 85924  
 Phone: 480-262-1690  
 Mobile: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 E-mail: prestonsmith543@gmail.com

DATE: January 31, 2021  
 EXPIRES: February 12, 2021

6800 E. Hampden Ave. Denver, CO 80224  
 720-805-1599 FAX: 303-758-0480

Building Consultant: STEVE PAULUKOVICH

Walls: <u>TBD</u>	Roof: <u>Galvalume</u>	Building Use: <u>Mini Storage</u>	Live Load: <u>20</u>	Ground Snow Load: <u>30</u>
Color: <u>26 Gauge PBR</u>	Finish: <u>26 Gauge PBR</u>	Roof Snow Load: <u>21</u>	Wind Speed: <u>115</u>	Enclosure: <u>Enclosed</u>
Panel: <u>Red Oxide</u>	Panel: <u>Red Oxide</u>	Exposure: <u>C</u>	Seismic Design Category: <u>D</u>	Importance Factor: <u>1</u>
Girts: <u>TBD</u>	Purlins: <u>TBD</u>	Building Code: <u>IBC 15</u>	Collateral Load: <u>0.5</u>	Load Reduction: <u>No</u>

	Width:	Length:	Eave Height-		Bays:	Pitch:	Span:	Roof Design:	Main Frame Columns:	Endwall Framing	
			ft	ft						Left	Right
bdg A	30 ft	150 ft	8.5 ft	8.5 ft	ft	0.5 :12		Gable			
bdg B	30 ft	150 ft	8.5 ft	8.5 ft	ft	0.5 :12		Gable			
bdg C	ft	ft	ft	ft	ft	:12					
bdg D	ft	ft	ft	ft	ft	:12					

QTY.	Description	Option Price	P.O. PRICE
1	<b>Buildings "A"</b>		Included
12	5 x 10 Units w/ 4 x 7 Framed Openings		Included
8	10 x 10 Units w/ 9 x 7 Framed Openings		Included
10	10 x 15 Units w/ 9 x 7 Framed Openings		Included
8	10 x 20 Units w/ 9 x 7 Framed Openings		Included
1	<b>Buildings "B"</b>		Included
12	5 x 10 Units w/ 4 x 7 Framed Openings		Included
7	10 x 10 Units w/ 9 x 7 Framed Openings		Included
12	10 x 15 Units w/ 9 x 7 Framed Openings		Included
7	10 x 20 Units w/ 9 x 7 Framed Openings		Included
24	4 x 7 Mini-Storage Doors, w/ SS Latches		Included
52	9 x 7 Mini-Storage Doors, w/ SS Latches		Included
	<b>AZ Engineer Stamped Building Drawings</b>		Included
	<i>AZ Engineer Stamped Foundation Plans - Optional NOT Included</i>		<i>Optional - Not Included</i>
	<b>Wedge Anchors &amp; Fasteners</b>		Included
	<b>Base Trim Package</b>		Included
	<b>29 Gauge Partition Panels Galvalume Finish</b>		Included
	<b>Wall Color (40) year paint - supplied standard</b>		Included
	<i>Upgrade to Galvanized Framing - Optional NOT Included</i>	\$ 1,653.00	<i>Optional - Not Included</i>
	<i>DripX - Roof Moisture/Condensation Control - Optional NOT Included.</i>	\$ 3,725.00	<i>Optional - Not Included</i>
	<i>Gutters and Downspouts w/ kickouts - Optional NOT Included</i>	\$ 1,887.00	<i>Optional - Not Included</i>
	<i>Roof Color (40) year paint - Optional NOT Included</i>	\$ 3,817.00	<i>Optional - Not Included</i>
	<b>Total Delivered to Jobsite</b>		\$ 80,207.00

See notes attached

**CUSTOMER TO VERIFY LOADS AND CODES AT TIME OF ORDER**

See drawings attached

**NOTES**

**EXCLUSIONS:**

Concrete, Installation of Buildings, Unloading of Trucks, Forklift Rental, Spreader Bar Rental, Foundation Design & Engineering, Drywall, Masonry, Firewall Material, Fire Sprinkler Framing, Permit Fees, Electrical, Fencing, Top Draft Stop, Top Header Seal & Side Brushes

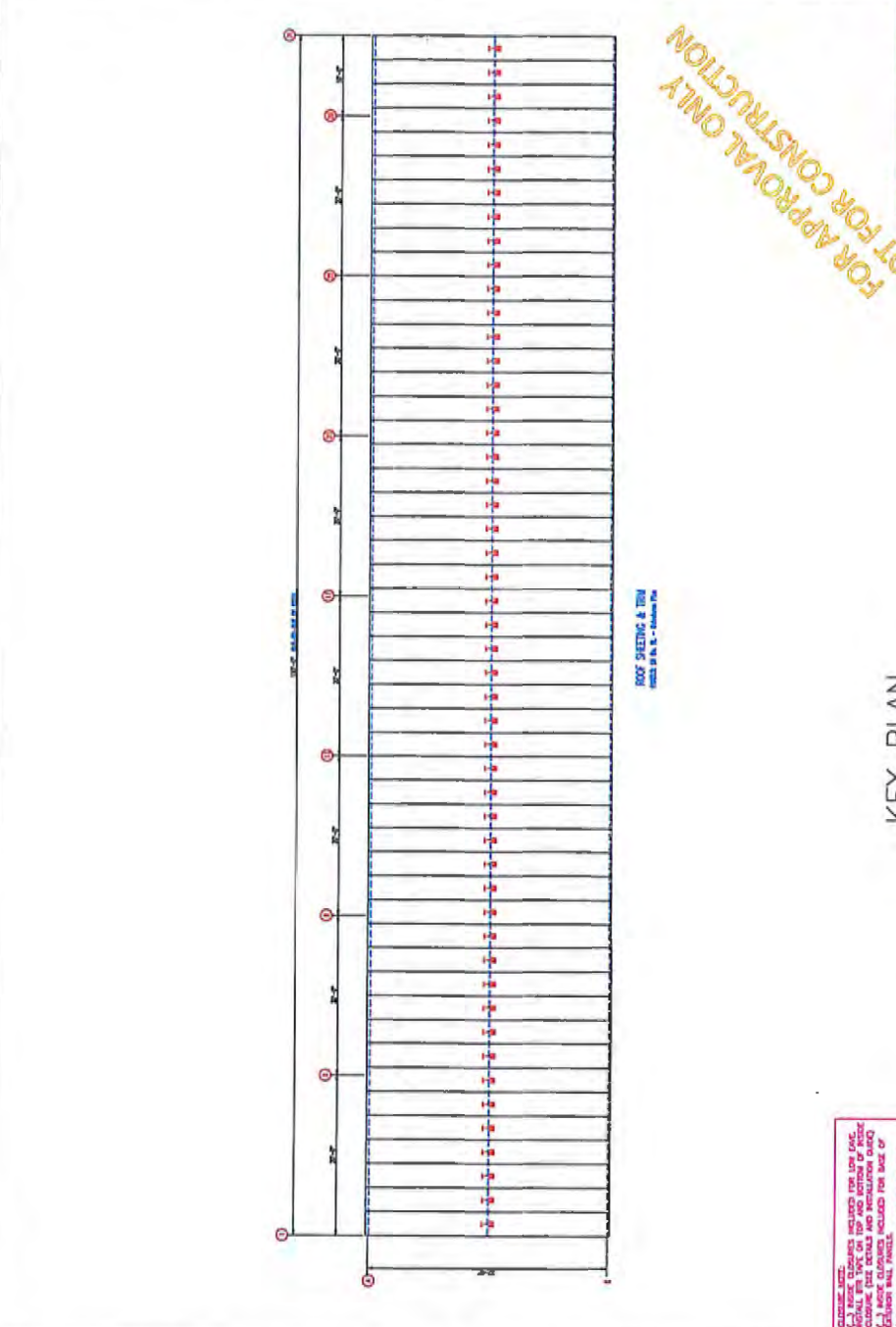
<b>Freight:</b>	<b>Included</b>
TO: <u>Concho, AZ</u>	
Construction Included in Building Price? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
TAX - Not included. To be added.	
<b>TOTAL CONTRACT PRICE (Tax is to be added)</b>	<b>\$ 80,207.00</b>
<b>Deposit</b>	<b>\$ 24,062.10</b>

PROJECT: Preston Smith  
 SIZE: 30.0 x 150.0 x 8.5  
 CITY: Concho  
 STATE: AZ

CONSENT AND PERMITTING INFORMATION  
 THESE DRAWINGS ARE THE PROPERTY OF THE ARCHITECT. PERMISSION IS GRANTED TO THE CONTRACTOR TO REPRODUCE THESE DRAWINGS FOR THE PROJECT ONLY. ALL OTHER REPRODUCTIONS ARE PROHIBITED WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

DATE: 1/31/23  
 BY: [Signature]  
 APPROVAL: [Signature]

Sheet A1  
 Job ID: 13747  
 Sunward Corporation  
 6900 E. Hampden Ave.  
 Denver, CO 80231  
 Phone: 303-756-2766  
 Fax: 303-756-2766



**TRIM ABBREVIATIONS**

(1)	1/2" x 1/2" x 1/2" TRIM
(2)	1/2" x 1/2" x 1/2" TRIM
(3)	1/2" x 1/2" x 1/2" TRIM
(4)	1/2" x 1/2" x 1/2" TRIM
(5)	1/2" x 1/2" x 1/2" TRIM
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(8)	1/2" x 1/2" x 1/2" TRIM
(9)	1/2" x 1/2" x 1/2" TRIM
(10)	1/2" x 1/2" x 1/2" TRIM

**FASTENER ABBREVIATIONS**

(1)	1/2" x 2 1/4" GALV. DOWNBOLT ANCHOR
(2)	1/2" x 2 1/4" GALV. DOWNBOLT ANCHOR
(3)	1/2" x 2 1/4" GALV. DOWNBOLT ANCHOR
(4)	1/2" x 2 1/4" GALV. DOWNBOLT ANCHOR
(5)	1/2" x 2 1/4" GALV. DOWNBOLT ANCHOR
(6)	1/2" x 2 1/4" GALV. DOWNBOLT ANCHOR
(7)	1/2" x 2 1/4" GALV. DOWNBOLT ANCHOR
(8)	1/2" x 2 1/4" GALV. DOWNBOLT ANCHOR
(9)	1/2" x 2 1/4" GALV. DOWNBOLT ANCHOR
(10)	1/2" x 2 1/4" GALV. DOWNBOLT ANCHOR

**SHEETING ABBREVIATIONS**

(1)	20GA. 14" x 12" WALL PANEL
(2)	20GA. 14" x 12" WALL PANEL
(3)	20GA. 14" x 12" WALL PANEL
(4)	20GA. 14" x 12" WALL PANEL
(5)	20GA. 14" x 12" WALL PANEL
(6)	20GA. 14" x 12" WALL PANEL
(7)	20GA. 14" x 12" WALL PANEL
(8)	20GA. 14" x 12" WALL PANEL
(9)	20GA. 14" x 12" WALL PANEL
(10)	20GA. 14" x 12" WALL PANEL

**STRUCTURE ABBREVIATIONS**

(1)	1/2" x 2 1/4" GALV. DOWNBOLT ANCHOR
(2)	1/2" x 2 1/4" GALV. DOWNBOLT ANCHOR
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**STRUCTURAL NOTES**  
 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.  
 4. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.  
 5. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.  
 6. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.  
 7. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.  
 8. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.  
 9. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.  
 10. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.

**INSTALLATION NOTES**  
 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.  
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 8. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.  
 9. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.  
 10. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.

**STANDARD ABBREVIATIONS**  
 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.  
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 9. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.  
 10. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.

**DRAWING INDEX**  
 1. ALL DIMENSIONS UNLESS OTHERWISE NOTED ARE IN FEET AND INCHES.  
 2. ALL DIMENSIONS SHALL BE TO FACE UNLESS OTHERWISE NOTED.  
 3. ALL DIMENSIONS SHALL BE TO CENTER UNLESS OTHERWISE NOTED.  
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**KEY PLAN**  
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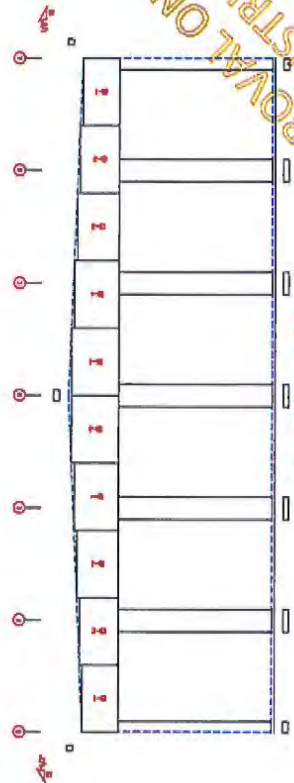
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Denver, CO 80224  
Phone: 303-752-1141  
Fax: 303-752-2735

PROJECT: Preston Smith  
SIZE: 30.0 x 150.0 x 8.5  
CITY: Concho  
STATE: AZ

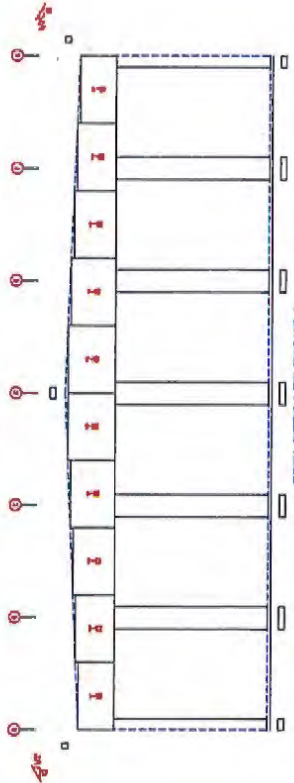
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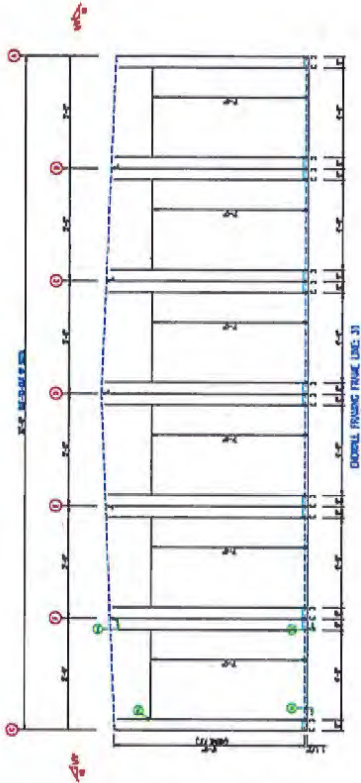
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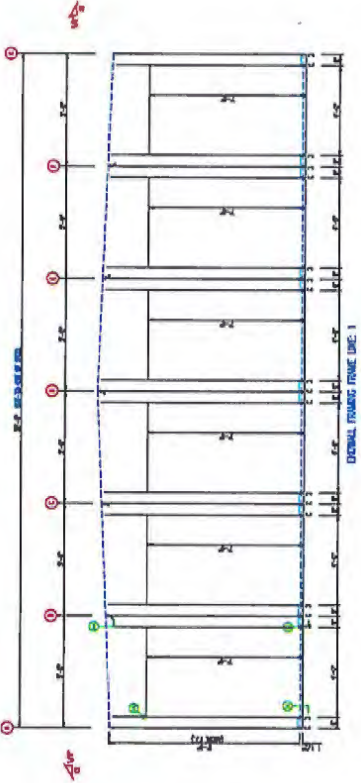
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DOUBLE FRAMING FRAME (DIE 3)



DIE 1  
DOUBLE FRAMING FRAME (DIE 1)



DIE 3  
DOUBLE FRAMING FRAME (DIE 3)



DIE 1  
DOUBLE FRAMING FRAME (DIE 1)

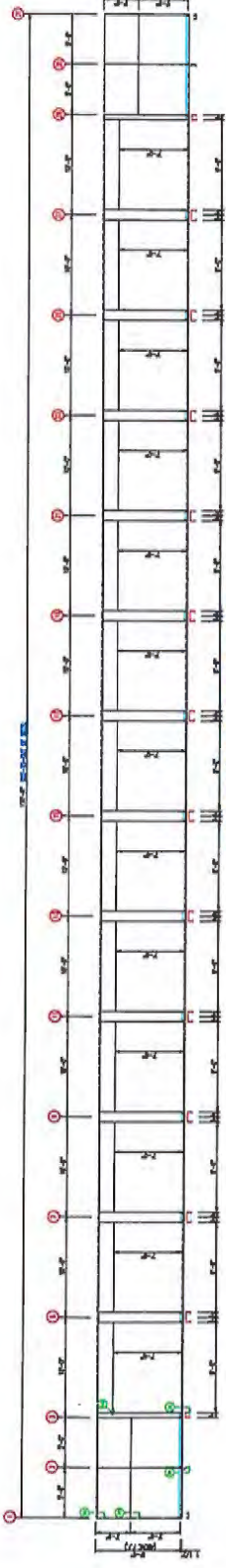
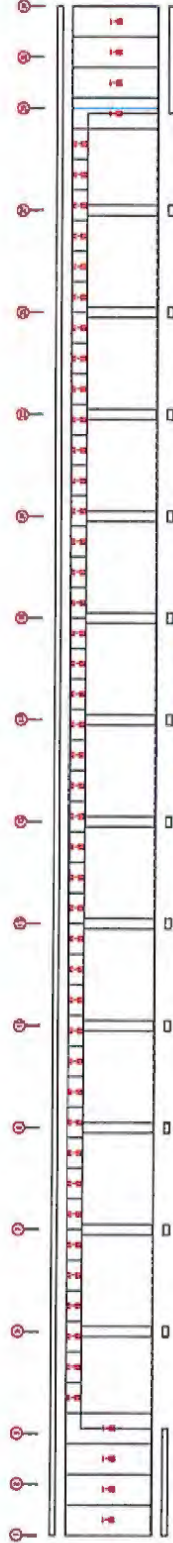
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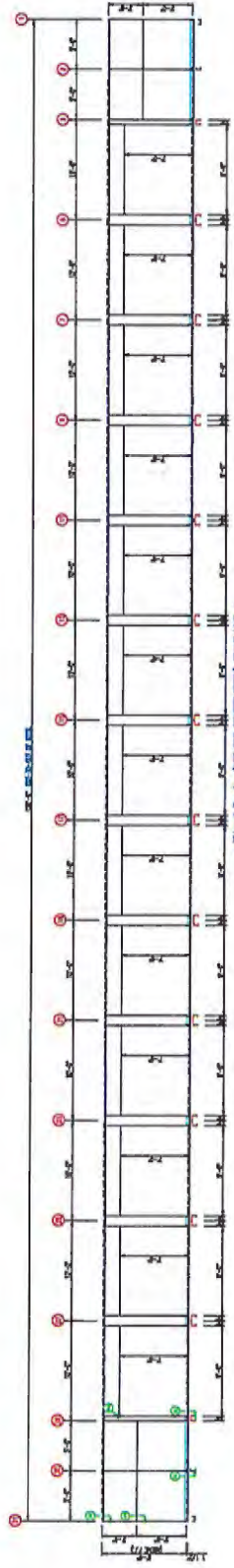
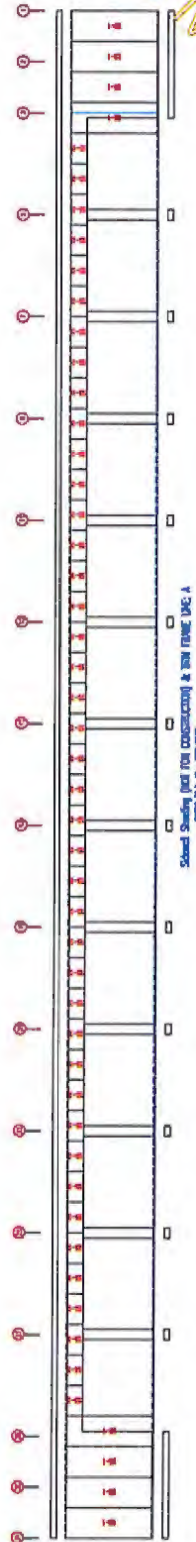
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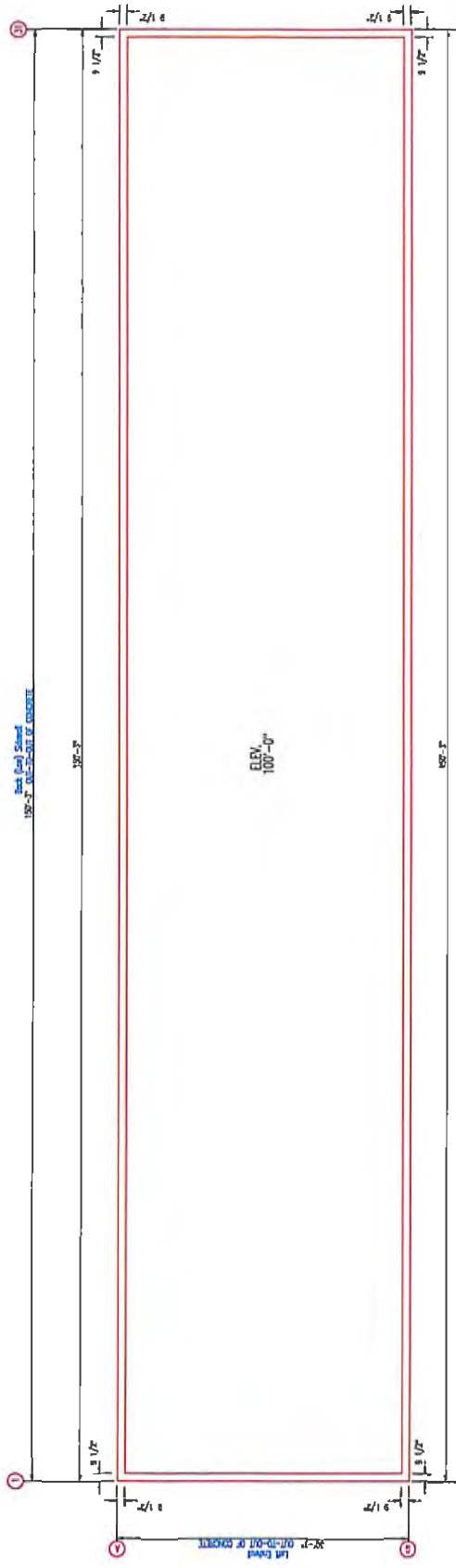
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Denver, CO 80221  
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Fax 303-756-7730

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Slab Plan

NOT DIMS

1/2" CONC. CURB

1/2" CONC. CURB

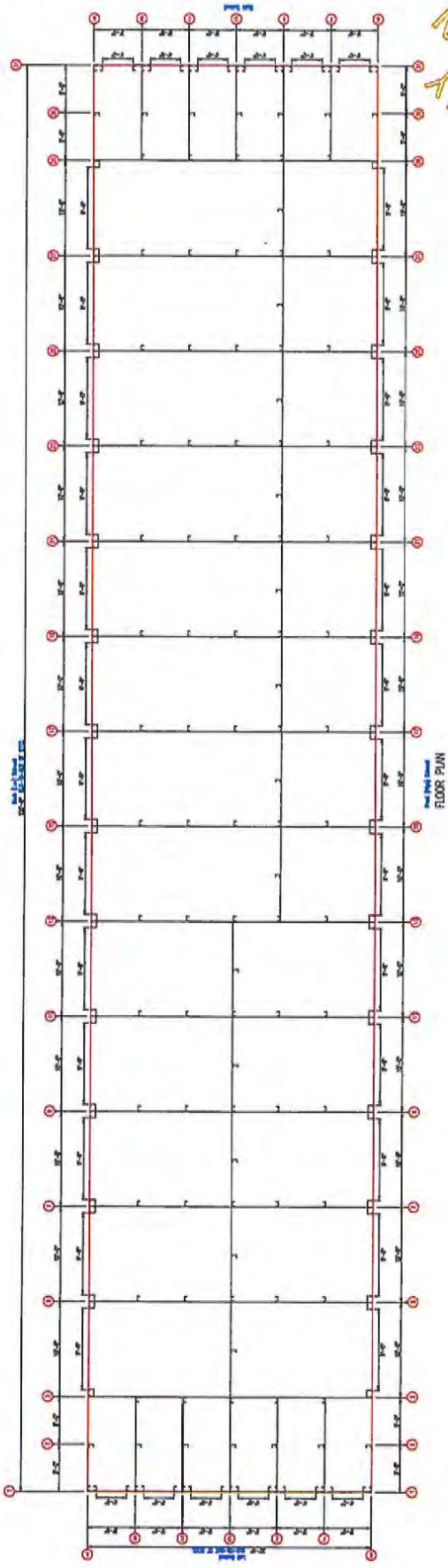
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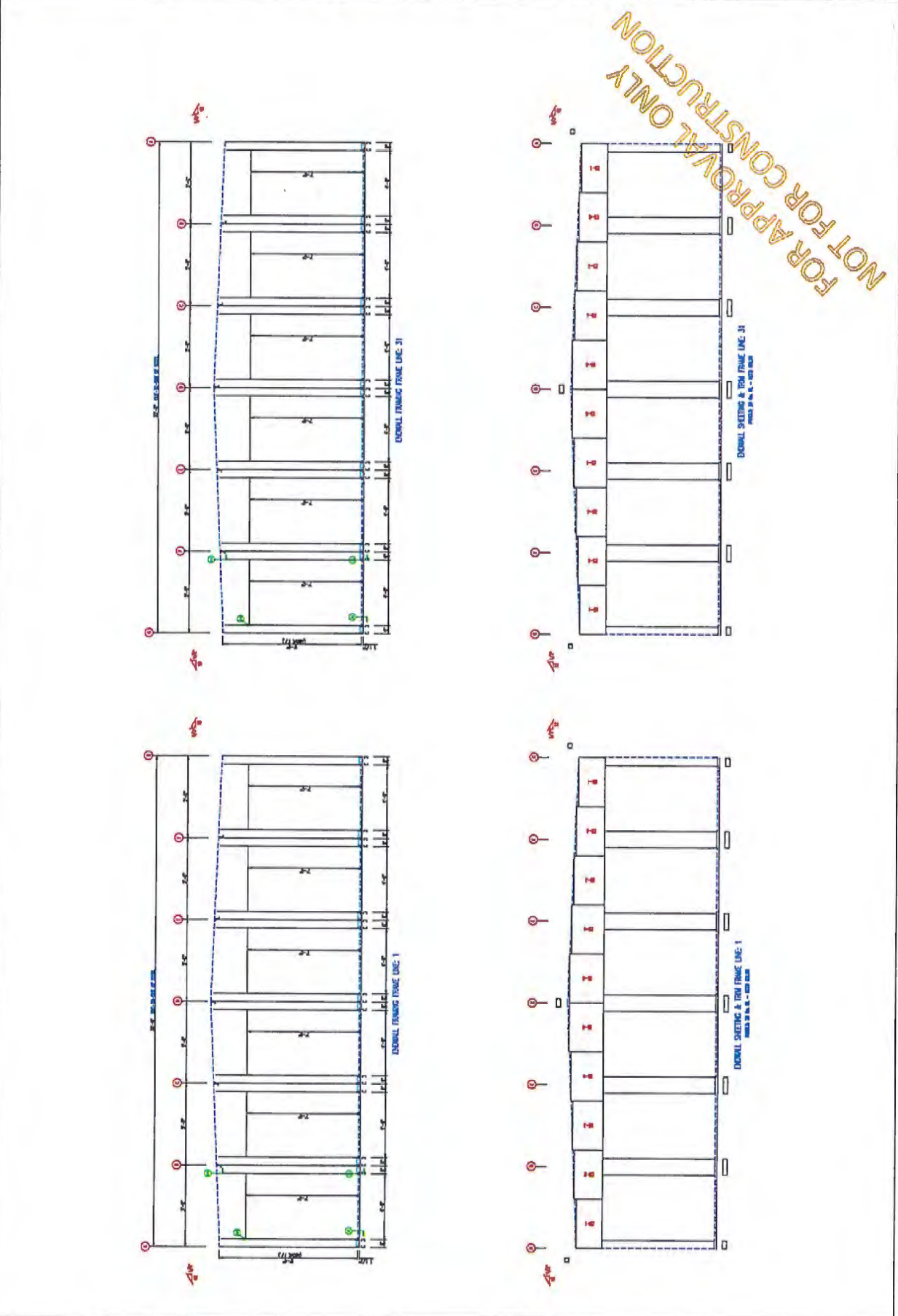
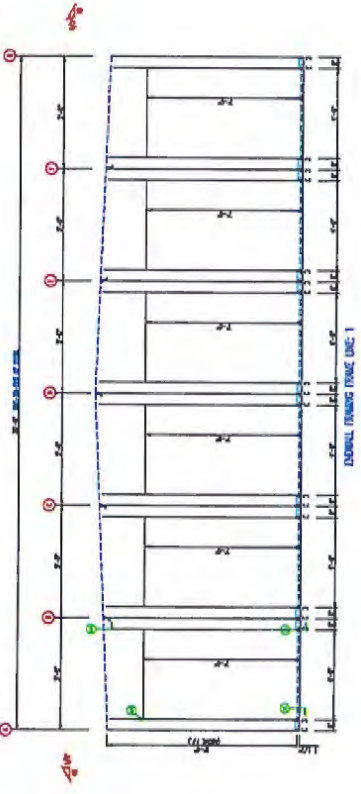
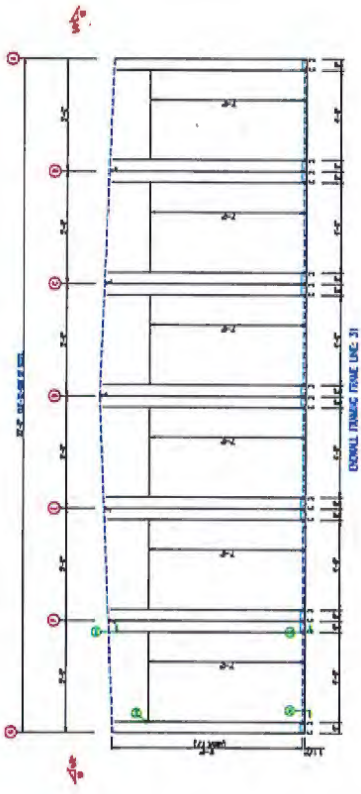
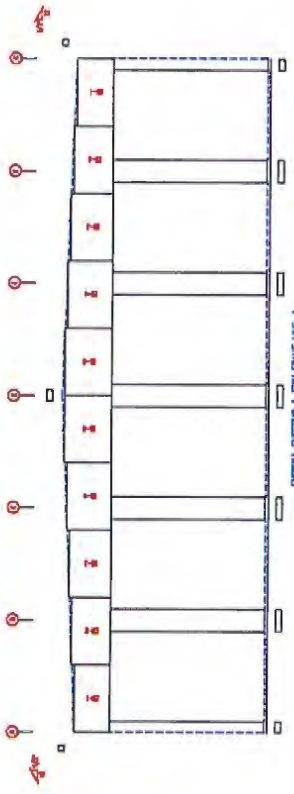
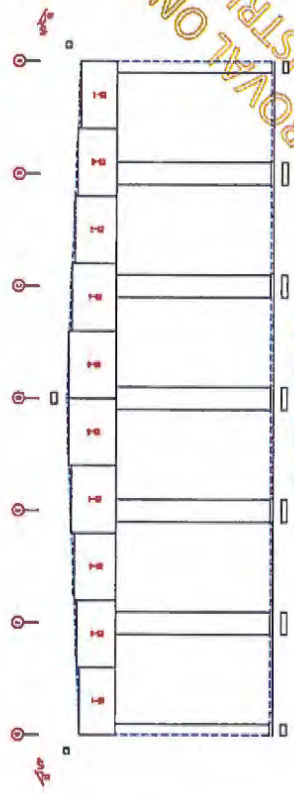
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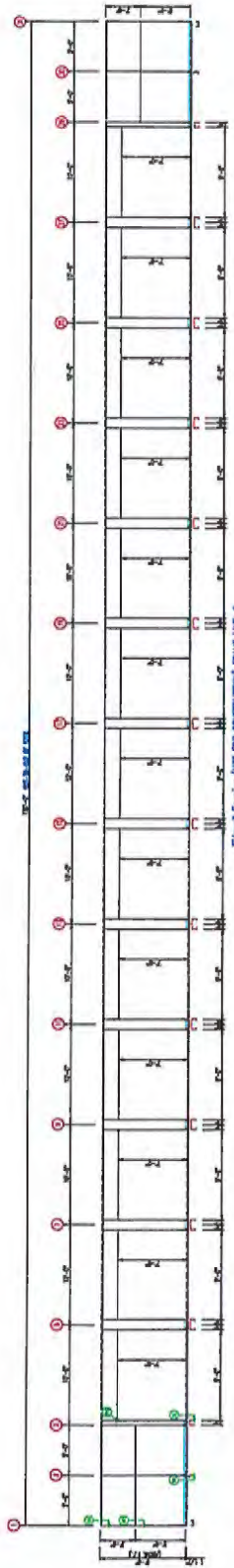
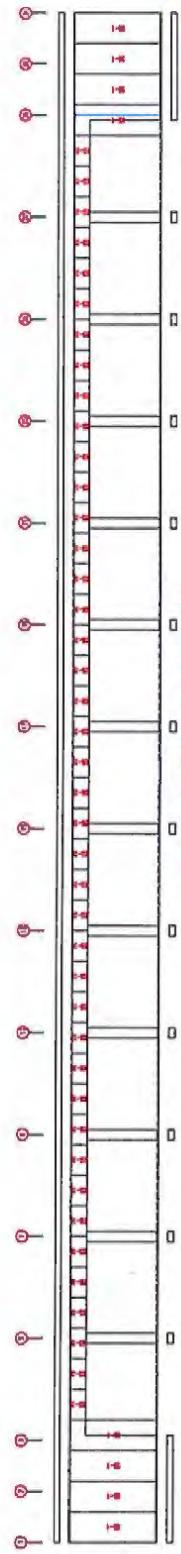
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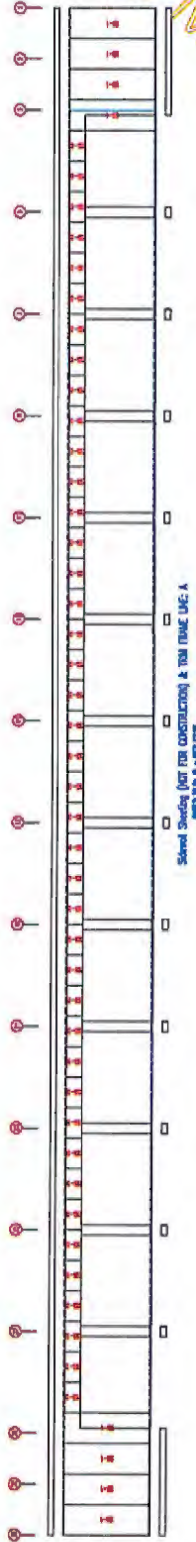
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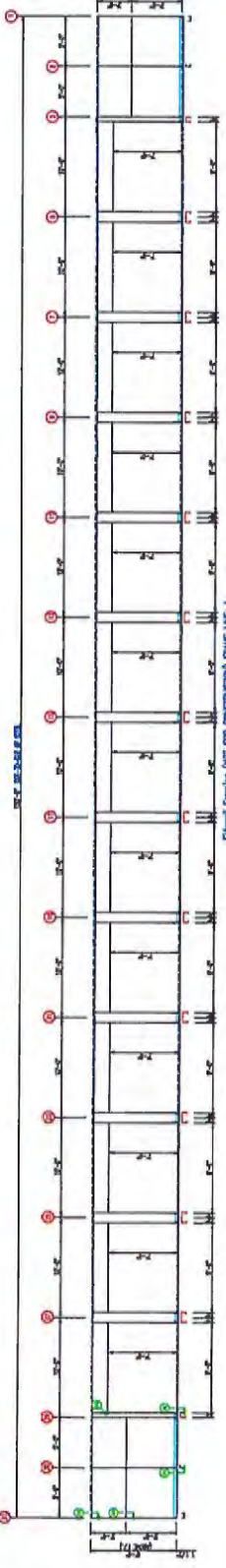
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Steel Framing (NOT FOR CONSTRUCTION) & TRIM FRAME LINE A  
 2023.01.14 - 10:00 AM



Steel Framing (NOT FOR CONSTRUCTION) FRAME LINE A

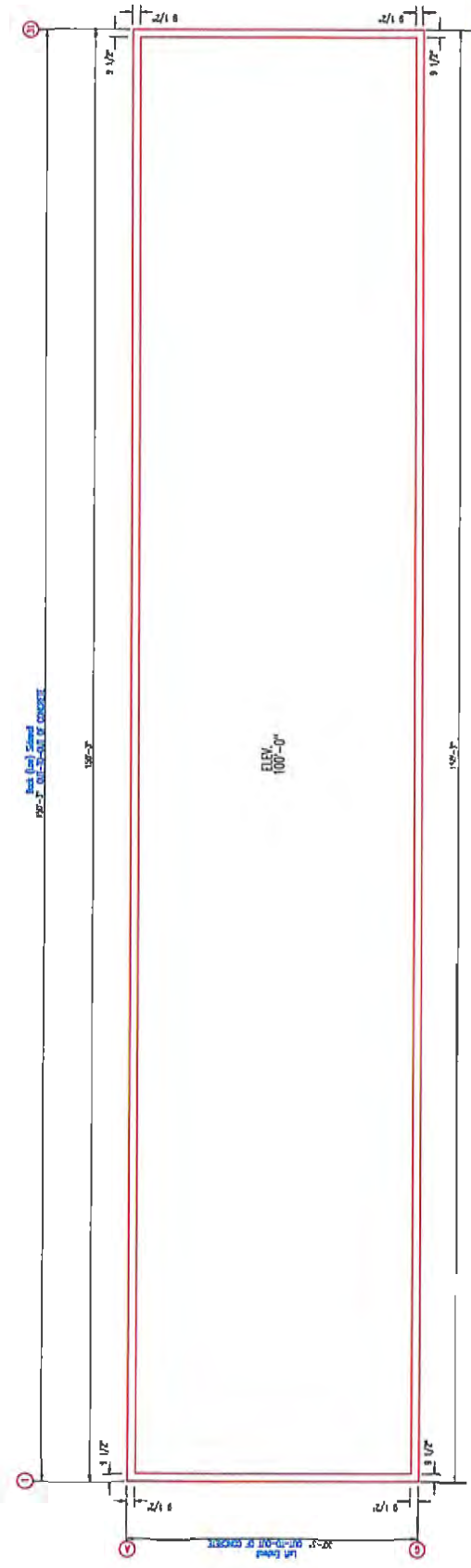
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 Denver, CO 80224  
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 Fax 303.752-2785

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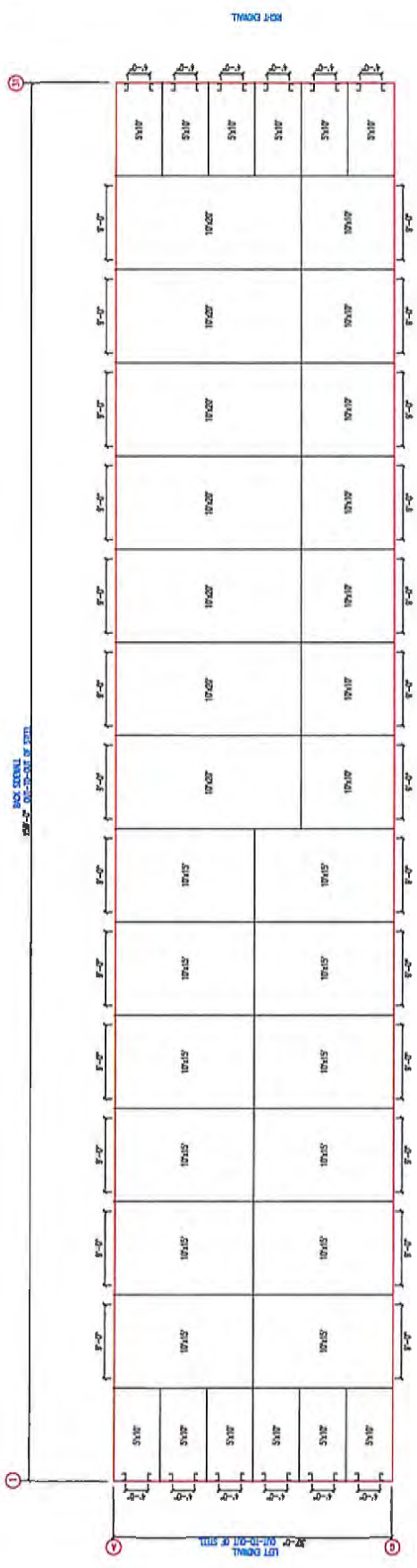
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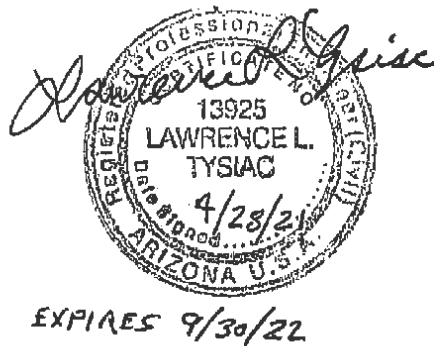


FLOOR PLAN

CONCHO MINI STORAGE  
DRAINAGE PLAN AND REPORT

Dated 4/28/2021

Prepared for:  
Arizona Discount Storage LLC

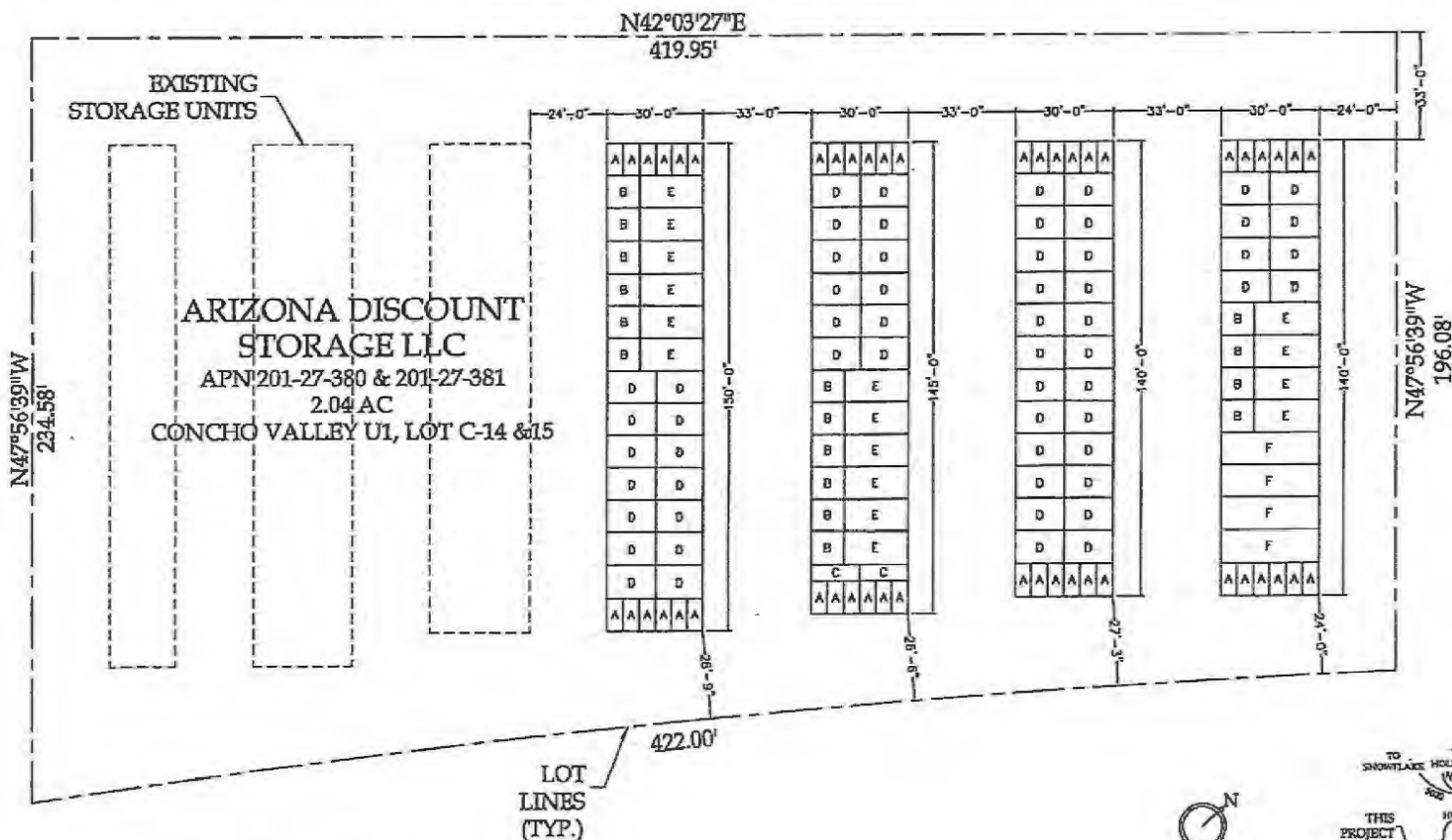


Prepared by:  
K and L Consulting

HC 30 BOX 847  
Concho, AZ 85924  
928-258-0113

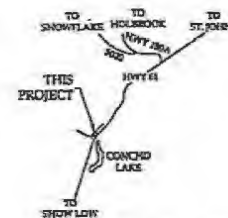
# CONCHO MINI STORAGE

## CONCHO VALLEY U1, LOTS C-14 & C-15



ARIZONA DISCOUNT  
STORAGE LLC  
APN 201-27-380 & 201-27-381  
2.04 AC  
CONCHO VALLEY U1, LOT C-14 & C-15

UNIT BREAKDOWN		
LABEL	SIZE OF UNITS	QTY.
A	5'x10'	48
B	10'x10'	16
C	5'x15'	2
D	10'x15'	58
E	10'x20'	16
F	10'x30'	4
TOTAL UNITS		144



VICINITY MAP  
N.T.S.

Notes:

Sheet Index:  
A1.1 Site Plan

Project  
**CONCHO  
MINI STORAGE**

Sheet No.  
**A1.1**

**SITE PLAN**

Scale: 1/16" = 1'

## Site Data

Property: Concho Valley U1, Lot C14 and C15

Area = 2.04 acres

The site is bounded by Concho Drive on the northwest, Az Hwy 61 on the southeast, and vacant land on the northeast and southwest.

Existing Conditions: The first 3 Storage Building were completed by the previous owner several years ago.

This Report and Drainage Plan includes the previously constructed buildings.

Existing Site Topography: The site slopes to the northeast and consists of high desert vegetation and granular native soil.

There is no significant offsite drainage affecting the site.

Current vehicular access to the site is from Concho Drive and no changes are proposed.

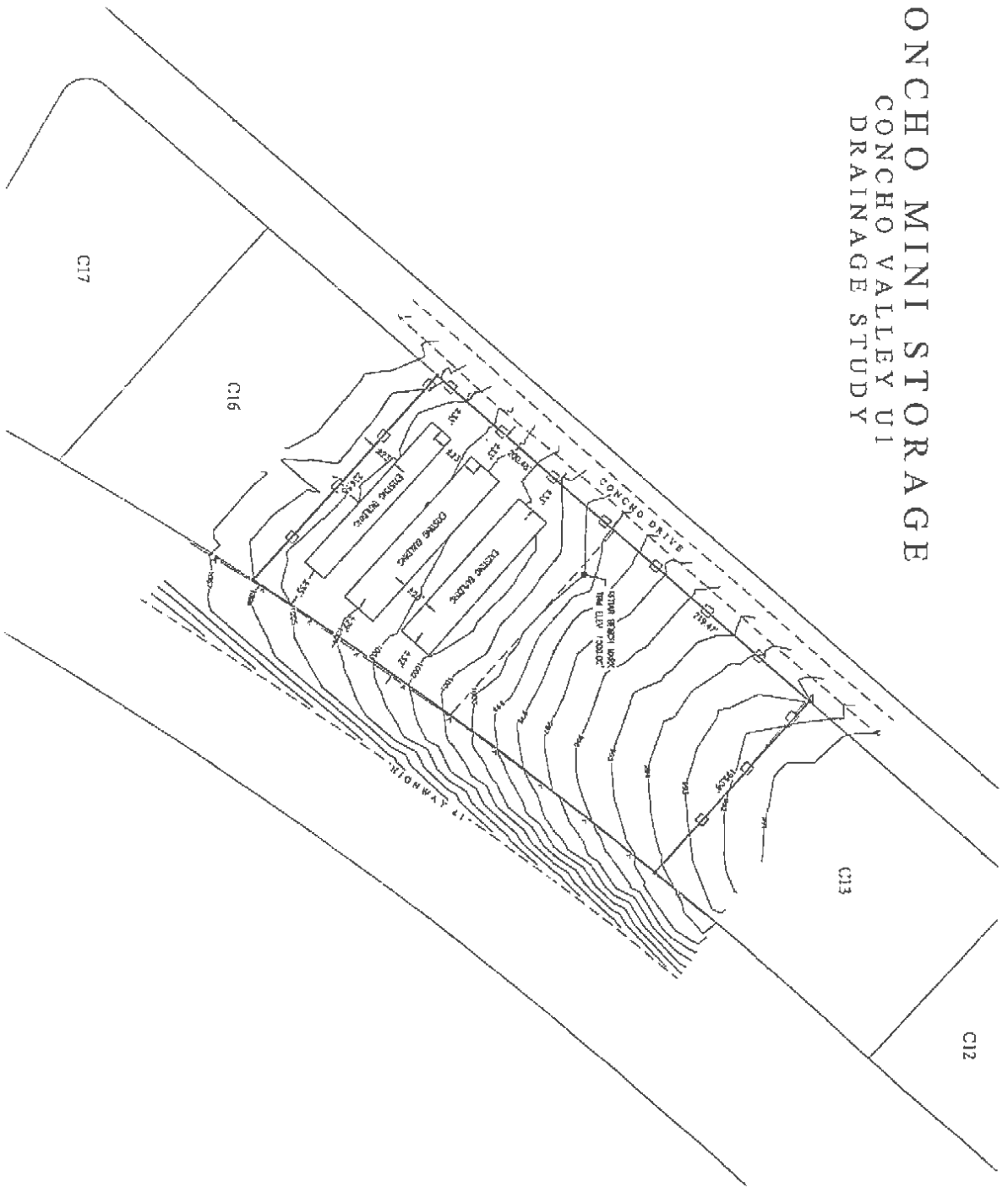
The site has existing chain link fencing, which will remain.

Attached is a recent aerial photo of the site.

Attached is a topographic survey of the site.



CONCHO MINI STORAGE  
CONCHO VALLEY U1  
DRAINAGE STUDY



# CONCHO MINI STORAGE DRAINAGE PLAN

## CONCHO VALLEY UNIT I, LOTS C-14 & C-15

**LEGEND**

- EXISTING SWH ELEVATION
- PROPOSED SWH ELEVATION
- MOBILITY AREA



SCALE: 1"=20' (2X)  
1" CONTOUR LINE

VERTICAL CURVE REQUIREMENTS  
AS PER AASHTO  
1981-82  
SMALL 5'-0" GRADE PAVES ONLY  
PER AASHTO ELEV-412.0



EXPIRES 9/30/22

## MODIFIED RATIONAL METHOD

Undeveloped Conditions  $C = 0.25$

Developed Site:

Impervious Site Area = 0.40 acres,  $C = 0.95$

Unimproved Site Area = 1.64 areas,  $C = 0.25$

Weighted  $C = 0.39$

$T_c < 10$  min.

Rainfall 10 min storm,  $i = 6.80$  in/hr

Existing

$$Q = CiA = 0.25 \times 6.80 \times 2.04 = 3.47 \text{ cfs}$$

$$V = Q \times \text{Duration} = 3.47 \times 600 = 2,083 \text{ cf}$$

Improved

$$Q = CiA = 0.39 \times 6.80 \times 2.04 = 5.41 \text{ cfs}$$

$$V = Q \times \text{Duration} = 5.41 \times 600 = 3,246 \text{ cf}$$

Rainfall 60 min storm,  $i = 3.02$  in/hr

Existing

$$Q = CiA = 0.25 \times 3.02 \times 2.04 = 1.54 \text{ cfs}$$

$$V = Q \times \text{Duration} = 1.54 \times 3600 = 5,544 \text{ cf}$$

Improved

$$Q = CiA = 0.39 \times 3.02 \times 2.04 = 2.40 \text{ cfs}$$

$$V = Q \times \text{Duration} = 2.40 \times 3600 = 8,640 \text{ cf}$$

## DETENTION DESIGN

At the northeastern end of the site, a 3-foot high reinforced masonry wall provides detention, with three 3-inch pipes draining detention at an average rate of 0.9 cfs.

High flows will overtop the wall preventing flooding of the storage units.

Proposed Volume = 6,727 cf

Performance:

During a 10 min Storm event flow leaving the site is reduced from 3.47 cfs to 0.90 cfs.

During a 60 min Storm event flow leaving the site is reduced from 1.54 cfs to 0.90 cfs.



WHITE MOUNTAIN INDEPENDENT  
P.O. BOX 1570, SHOW LOW, AZ 85902  
367 N. Main St. Suite 2, Eagar, AZ 85925  
928-537-5721 PHONE 928-537-1780 FAX

State of Arizona )  
 ) ss.  
County of Navajo )

Affidavit of Publication  
 Navajo  Apache

The Apache County Planning and Zoning Commission will hold a meeting on Thursday, June 17, 2021 at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly approve the following items:

PUBLIC HEARING, consideration and possible recommendation for approval of a Conditional Use Permit to allow Gunther Halke and Judy Jameson to operate an FFL/gun dealership and workshop and to construct a seasonal outdoor dining area to place and operate a food truck. Property is located in Vernon, AZ. A.P.N. 106-44-012B.

PUBLIC HEARING, consideration and possible recommendation for approval of a Conditional Use Permit to allow Preston Smith to add four additional self-storage buildings to the existing Concho Mini Storage over the next 5-years; this would add approximately 144 individual storage units. Property is located in the Concho Valley Subdivision Unit 1 in Concho, AZ. A.P.N. 201-27-380 and 201-27-381.

\*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Shanna at (928) 337-7526, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Commission may participate telephonically or through video communication.

\*These items are available on the county Web site at www.co.apache.az.us at least 24 hours prior to the scheduled meeting. Those wishing to comment on any of these items may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936, or e-mail planning@co.apache.az.us.

\*\*If you plan to attend the public meeting, please call (928) 337-7526 the day of the meeting to ensure that the meeting has not been cancelled or postponed.

Published in the White Mountain Independent: #110486, F, May 28, 2021

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05/28/2021

White Mountain Independent

Victoria Starns

Sworn to me this

1<sup>st</sup> day of June, 2021 A.D.

Jenna Trol

Notary Public

JENNA TROL  
NOTARY PUBLIC - APACHE  
NAVAJO COUNTY  
COMMISSION # 552265  
MY COMMISSION EXPIRES  
SEPTEMBER 07, 2022

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that by her signature on the instrument by the person or the entity upon behalf of which the person acted, executed the instrument WITNESS my hand and official seal. /s/Brenda Tucson, Notary Public, My Commission Expires March 31, 2023 Y61500  
Pub: 5/14, 21, 28 & 6/4, 2021

Published in the White Mountain Independent: #108949, F, May 14, May 21, May 28, June 4, 2021

The White Mountain Apache Housing Authority (Owner) will receive sealed bids from licensed contractors for the installation of water, sewer, roads, grading and house pad preparation that will support construction of 38 New Housing Units located at two adjacent sites: Site 1A comprising of Twenty-eight (28) New Housing Units and Site 1B comprising of Ten (10) New Housing Units in Hon Dah, Arizona on the Fort Apache Indian Reservation. Compliance with Indian Preference applies to this invitation for bid. Bids shall be received at WMAHA Development Office located at 50 West Chinatown Street no later than 2:00 pm MST on June 10, 2021. Pre-bid meeting will be held at 2:00 on May 19, 2021 at the same location. Project plans and specifications can be found on WMAHA website at www.wma-ha.us

Published in the White Mountain Independent: #109348, T, F, May 18, May 21, May 25, May 28, June 1, 2021

ARTICLES OF ORGANIZATION OF LIMITED LIABILITY COMPANY ENTITY INFORMATION  
ENTITY NAME: BATCH 3 BBQ SAUCE, LLC  
ENTITY ID: 23222785  
ENTITY TYPE: Domestic LLC  
EFFECTIVE DATE: 05/13/2021  
CHARACTER OF BUSINESS: Any legal purpose  
MANAGEMENT STRUCTURE: Member-Managed  
PERIOD OF DURATION: Perpetual  
PROFESSIONAL SERVICES: N/A  
STATUTORY AGENT INFORMATION  
STATUTORY AGENT NAME: Brett Rigg  
PHYSICAL ADDRESS: 377 E. White Mt. Blvd., PINETOP, AZ 85935  
MAILING ADDRESS: 377 E. White Mt. Blvd., PINETOP, AZ 85935  
PRINCIPAL'S ADDRESS  
1508 E. 1<sup>st</sup> Ave., EAGAR, AZ 85925  
PRINCIPALS  
Member: Dane D. Kennebeck - 1508 E. 1<sup>st</sup> Ave., EAGAR, AZ, 85925, USA -  
- Date of Taking Office:  
Member: Val Kennebeck - 1508 E. 1<sup>st</sup> Ave., EAGAR, AZ, 85925, USA -  
- Date of Taking Office:  
ORGANIZERS  
Brett Rigg: 377 E. White Mt. Blvd., PINETOP, AZ, 85935, USA,  
SIGNATURES  
Organizer: Brett Rigg - 05/13/2021

Published in the White Mountain Independent: #109566, T, F, May 28, June 1, June 4, 2021

NOTICE (for publication)  
ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA

HIS HALL, P.L.L.C. 7000 NORTH JUAN Street, Suite 105 Phoenix, Arizona 85020 Attorneys for Personal Representative  
5/28, 6/4, 6/11/21  
CNS-3473067#  
WHITE MOUNTAIN INDEPENDENT

Published in the White Mountain Independent: #108990, F, May 28, June 4, June 11, 2021

NOTICE (for publication)  
ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR  
I. Name: Classks Grill & Arcade  
II. The address of the known place of business is: 234 W Aspen Way Snowflake, AZ 85937  
III. The name and street address of the Statutory Agent is: Cody Core, 234 W Aspen Way, Snowflake, AZ 85937  
B. [X] Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are: (Please check appropriate box for each)  
Cody Core  
234 W Aspen Way  
Snowflake, AZ 85937  
[X] member [ ] manager

Published in the White Mountain Independent: #109949, T, F, May 25, May 28, June 1, 2021

Notice to Creditors in the Superior Court of the State of Arizona in and for the County of Apache. In the matter of the Estate of Patricia E Brownwolke, Deceased CASE# PF-2021-065. Notice is hereby given that Michael P Williams has been appointed Personal Representative of this Estate. All persons having claims against the Estate are required to present their claims within four (4) months after the date of the first publication or the claims will be forever barred. Claims must be presented by delivering or mailing a written statement of the claim to the Personal Representative at 1700 Walnut Blossom Way, Modesto Ca 95355.

Published in the White Mountain Independent: #110192, F, May 28, June 4, June 11, 2021

SUMMONS  
CASE NO. S0100CV202100041  
SUPERIOR COURT OF ARIZONA  
APACHE COUNTY BRUCE R. BROWN, Plaintiff, vs. ROBERT MOORE and JANE DOE MOORE, his wife; DOE ENTITIES 1-20, THE HEIRS AND DEVISEES OF JEANNETTE M. MOORE; DOE ENTITIES 21-40, THE UNKNOWN HEIRS AND DEVISEES OF ROBERT MOORE, IF DECEASED; and MARLETA BEGAY, TREASURER OF APACHE COUNTY, ARIZONA, Defendants. THE STATE OF ARIZONA TO THE DEFENDANTS: DOE ENTITIES 1-20, THE HEIRS AND DEVISEES OF JEANNETTE M. MOORE AND DOE ENTITIES 21-40, THE UNKNOWN HEIRS AND DEVISEES OF ROBERT MOORE, IF DECEASED WARNING: THIS AN OFFICIAL DOCUMENT FROM THE COURT THAT AFFECTS YOUR RIGHTS. READ THIS SUM-

5/28, 6/4, 6/11, 6/18/21  
CNS-3474005#  
WHITE MOUNTAIN INDEPENDENT  
Published in the White Mountain Independent: #110199, F, May 28, June 4, June 11, June 18, 2021

The Apache County Planning and Zoning Commission will hold a meeting on Thursday, June 17, 2021 at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly approve the following items:  
PUBLIC HEARING, consideration and possible recommendation for approval of a Conditional Use Permit to allow Gunther Hafkice and Judy Jameson to operate an .FFL/gun dealership and workshop and to construct a seasonal outdoor dining area to place and operate a food truck. Property is located in Vernon, AZ. A.P.N. 106-44-012B.  
PUBLIC HEARING, consideration and possible recommendation for approval of a Conditional Use Permit to allow Preston Smith to add four additional self-storage buildings to the existing Concho Mini Storage over the next 5-years; this would add approximately 144 individual storage units. Property is located in the Concho Valley Subdivision Unit 1 in Concho, AZ. A.P.N. 201-27-380 and 201-27-381.

\*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Shanna at (928) 337-7526, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Commission may participate telephonically or through video communication.  
\*These items are available on the county Web site at www.co.apache.az.us at least 24 hours prior to the scheduled meeting. Those wishing to comment on any of these items may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936, or e-mail planning@co.apache.az.us.  
\*\*\*If you plan to attend the public meeting, please call (928) 337-7526 the day of the meeting to ensure that the meeting has not been cancelled or postponed.  
Published in the White Mountain Independent: #110486, F, May 28, 2021

ALPINE SANITARY DISTRICT PROPOSED DISTRICT BUDGET 2021-2022  
Pursuant to A.R.S. Section 48-262, notice is hereby given that the following is a true and correct Statement of the proposed amounts to be submitted to the Apache County Board of Supervisors, as the Official Budget of the Alpine Sanitary District, Apache County, Arizona for fiscal year July 1, 2021 to June 30, 2022.

Cabins & Motels: Base Rate	35.00
Plus each cabin or room	4.50
Travel Trailer, Mobile Home or RV	
Parks: Base Rate	35.00
Plus each space	4.50
Plus each RV dump site	15.00
Plus each public shower head	3.00
Restaurants & Cafes	70.00
PUBLIC HEARING	
A Public Hearing on the above Proposed Budget, and the Proposed Rates and Fees for fiscal year 2021-2022, will be held by the Board of Directors of the Alpine Sanitary District on Thursday, June 17, 2021 in the ASD/ADWID Conference Room, located at #11 CR 2052, Alpine, Arizona, beginning at 3:30 P.M. Any interested person may attend the hearing. Any individual wishing to comment on any matter relating to the Proposed Budget and/or the Proposed Rates and Fees, will be heard by the Board.	

Published in the White Mountain Independent: #110500, F, May 28, June 4, 2021

ALPINE DOMESTIC WATER IMPROVEMENT DISTRICT PROPOSED DISTRICT BUDGET 2021-2022	
Pursuant to A.R.S. Section 48-252, notice is hereby given that the following is a true and correct Statement of the proposed amounts to be submitted to the Apache County Board of Supervisors, as the Official Budget of the Alpine Domestic Water Improvement District, Apache County, Arizona for the fiscal year July 1, 2021 to June 30, 2022.	
PROPOSED DISTRICT BUDGET 2021-2022	
INCOME	
Service & User Revenue	401,337
Interest Income	700
Beginning Balance	60,000
Employee Contribution to ASRS	
	18,272
TOTAL INCOME	\$480,309
EXPENSES	
Administration	66,694
Operations	69,550
Wages & Salaries	170,577
Capital Expenditures	116,751
Other Expenses	56,737
TOTAL EXPENSE	\$480,309
Pursuant to A.R.S. Section 48-252, notice is hereby given that the following is a true and correct statement of the specific amounts of the Rates and Fees proposed by the Alpine Domestic Water Improvement District, Apache County, Arizona for fiscal year July 1, 2021 to June 30, 2022.	
PROPOSED DISTRICT RATES AND FEES 2021-2022	
SERVICE AND USER FEES	
Account Transfer Fee	14.00
Late Payment Fee	5.00
Returned Check Fee	25.00
Meter Tampering & Unauthorized use of water	1,000.00
Account Re-establishment Fee - # of months off X monthly base rate. Maximum amount \$500.00.	
NEW SERVICE LINE & METER INSTALLATION CHARGES	
5/8"X 3/4" Residential Meter	1250.00
1"	1500.00
METER DEPOSIT	
5/8"X 3/4" Residential Meter	160.00
1"	480.00
All larger meter deposits and service installation fees will be determined by the General Manager.	

TOTAL NON TAX REVENUE \$33,200	
TOTAL REVENUES	\$ 449,450
EXPENSES	
COMPACTOR OPERATING CONTRACT	\$ 158,400
TIPPING FEES	\$ 169,605
BRUSH PIT MAINTENANCE	\$ 8,500
BRUSH PIT ATTENDANT	\$ 18,600
INSURANCE	\$ 14,500
BOARD ADMIN ASST	\$ 6,900
PORTA-JOHN	\$ 1,000
AUDIT	\$ 1,550
PUBLICATION	\$ 150
SOFTWARE	\$ 200
OFFICE SUPPLIES	\$ 1,000
EQUIPMENT & IMPROVEMENTS - COMPACTOR	\$ 60,000
ALLOCATION TO CAPITAL FUND	\$ 9,045
TOTAL EXPENSES	\$ 449,450
ASSESSED VALUATION	\$ 92,356,341
TAX RATE	\$ 0.4507

Published in the White Mountain Independent: #110503, T, F, May 28, June 1, 2021

PUBLIC NOTICE  
Navajo County Board of Adjustment  
June 9, 2021 - 10:00 a.m.

The Navajo County Board of Adjustment will hold a public hearing on Wednesday, June 9, 2021, beginning at 10:00 a.m., in the Board of Supervisors' Chambers, Navajo County Governmental Center, 100 East Code Talkers Drive, Holbrook, Arizona. Members of the Board will attend either in person, videoconference, or by telephonic conference call. The purpose of this hearing will be to consider the following:

ITEM #1 - UP 21-005 - USE PERMIT, DISTRICT IV: Discussion and possible action on a request by Hal Earmhardt on their approximately 14.27-acre, A-General zoned parcel to allow for a Use Permit, to permit and expand an already-existing, 1260 square foot guest house, located on APN 205-21-002Y, a portion of Township 11 North, Range 20 East, Section 27 of the Gila and Salt River Meridian.

ITEM #2 - UP 21-006 - USE PERMIT, DISTRICT IV: Discussion and possible action on a request by Pauline Pfeister on their approximately 1.87-acre, A-General zoned parcel to allow for a Use Permit to permit an existing 440 square foot home as a guest house in order to allow the construction of a 1248 square foot home as the primary residence, located on APN 206-26-032, a portion of Township 12 North, Range 17 East, Section 32 of the Gila and Salt River Meridian.

ITEM #3 - UP 21-007 - USE PERMIT, DISTRICT V: Discussion and possible action on a request by Michael Granillo on their approximately 1.00-acre, A-General zoned parcel to allow for a Use Permit to permit a 432 square foot guest house, located on APN 212-19-011C, a portion of Township 09 North, Range 22 East Section 22 of the Gila and Salt River Meridian.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Community Development

Date/Signature: July 15/21 Mark Fin

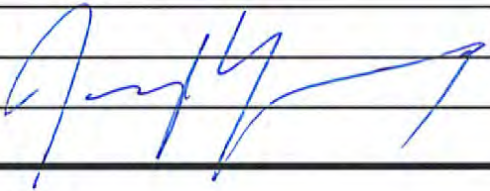
Describe in detail what you want to say to the Board and what action you want the Board to take:

CONSENT AGENDA – Request approval of a Conditional Use Permit application allowing James & Andrea Coppenbarger to place a second residence on their 3.25-acre parcel, the second home will be occupied by her mother so they can provide care for her. Property is located in Vernon, AZ. A.P.N 106-52-016W.  
P&Z Commission unanimously recommended approval July 1, 2021

BOS Meeting Date Requested July 27, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature 

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda. Board Clerk's Initials \_\_\_\_\_

**STAFF REPORT** CONTACT INFORMATION  
 Matthew Fish, Community Development Director

DOCKET/CASE/APPLICATION NUMBER  
 2021-36

APPLICANT/PROPERTY OWNER  
**James & Andrea Coppenbarger**  
**A.P.N 106-52-016W**

BOS MEETING DATE  
 July 27, 2021

PROPERTY ADDRESS/LOCATION  
**9 ACR N3228**

**BRIEF SUMMARY OF REQUEST**

**Applicant wants to**

Applicants are requesting to place a manufactured home on their parcel as a second residence, this second home will be for their mother to provide care for her. (The proposed MH may need to change due to availability.)



MAP SOURCE

EXISTING ZONING	EXISTING LAND USE	SURROUNDING ZONING & LAND USE	SITE IMPROVEMENTS	SIZE OF PROPERTY
Agricultural General Zone	Residential	Residential lots	Main residence	3.25-acrea

**COMPATIBILITY with the COMPREHENSIVE PLAN or COMMUNITY PLAN**

The comprehensive plan encourages controlled growth in accordance with applicable zoning ordinances.

**COMPATIBILITY with the ZONING ORDINANCE and SUBDIVISION ORDINANCE**

In the Agricultural General Zone, only one residence is allowed per parcel of less than 5-acres; a Conditional Use Permit is required for additional residences. The Commission must consider the evaluation criteria set out in the Zoning Ordinance Section 1107.

**PROPERTY INFORMATION**

Property is located in Vernon, AZ and owned by the applicant. This will be the second home on this property and will be use by the applicants mother and not as a rental.

**Staff Recommendation – Staff recommends approval with the following conditions.**

1. The second home nor the main residence will be used as rentals.
2. The applicant follows all Apache County and/or state requirements and regulations for wastewater treatment.
3. The manufactured home (if changed from the proposed model) must be 15-years or newer or the applicant will need to come before the P&Z commission for another CUP, allowing for the older manufacture home.



# APACHE COUNTY — Community Development Department

P.O. Box 238 • St. Johns, AZ 85936 • Phone: (928) 337-7527 • Fax: (928) 337-7633

## CONDITIONAL USE PERMIT APPLICATION

### APPLICANT

Name James & Andrea Coppenbarger

Mailing Address po box 3503  
Show Low AZ 85902

Contact Person Andrea Coppenbarger

Phone 928 892 2951 Fax \_\_\_\_\_

Email vwfrau@yahoo.com

### PROPERTY INFORMATION

Assessor's Parcel # 106-52-016W

Township 10N Range 24E Section 15

Subdivision \_\_\_\_\_

Unit # \_\_\_\_\_ Lot # 16W

Address/Location 9 CR N 3228  
Vernon

Existing Zoning AB

Existing Land Use Residential

Lot Size 3.25 Acres

### CONDITIONAL USE PERMIT REQUEST

Please provide a brief description of the request.

To place a second residence  
on my 3.25 acres. This would  
be a home for my mom so  
we can care for her.

Temporary Use: \_\_\_ Yes \_\_\_ No

### SUBMITTAL CHECKLIST

- Pre-application meeting with a staff planner.
- A non-refundable filing fee.
- Proof of Ownership.
- Application, photographs, diagrams, site plans with the setbacks noted, drainage report and any other required information. Please be precise and detailed.
- Citizen Review Process as listed in ordinance Section 1106. A list of names and addresses of all the property owners within 300 feet of subject property.
- Map to property.
- All required items need to be submitted to Planning & Zoning at least 30 days prior to the next scheduled meeting.

### CERTIFICATION & SIGNATURE

Submittal of this application constitutes consent of the applicant in granting the Community Development Department access to the subject property during the course of project review. No further consent or notice shall be required.

I hereby certify that the information in this application is correct and agree to abide by the regulations of this jurisdiction.

#### Signature of Applicant

Andrea Coppenbarger Date 1 Jun 2021

#### Signature of Property Owner (if not the applicant)

\_\_\_\_\_ Date \_\_\_\_\_

### OFFICE USE ONLY

Received By [Signature] Date 4/1/21

Receipt # 22947464 Fee 200

Permit # 2020-36

Related Cases \_\_\_\_\_

Appeal Filed By \_\_\_\_\_ Date \_\_\_\_\_

Receipt # \_\_\_\_\_ Fee \_\_\_\_\_

### COMMISSION ACTION

Approved  with Conditions  Denied

Resolution # \_\_\_\_\_ Date \_\_\_\_\_

Chairman John Freeman Date 7/1/2021

### BOARD ACTION

Approved  with Conditions  Denied

Ordinance # \_\_\_\_\_ Date \_\_\_\_\_

Supervisor \_\_\_\_\_ Date \_\_\_\_\_

Apache County  
Community Development

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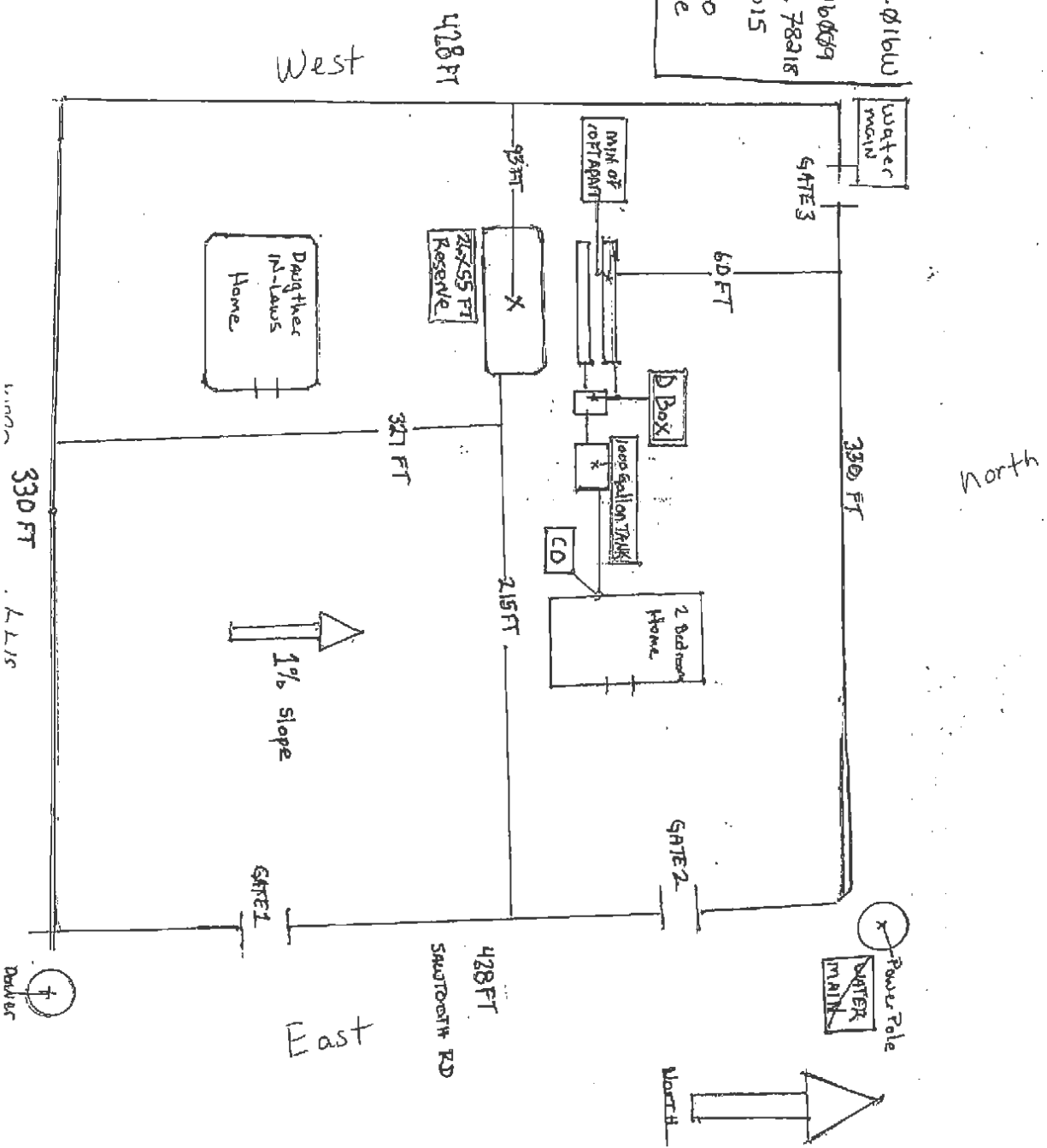
Conditional Use Permit Condition (s)

Name: James & Andrea Coppenbarger

Permit # 2021-36

1. The second home nor the main residence will be used as rentals.
2. The applicant follows all Apache County and/or state requirements and regulations for wastewater treatment.
3. The manufactured home (if changed from the proposed model) must be 15-years or newer or the applicant will need to come before the P&Z commission for another CUP, allowing for the older manufacture home.

06-50-016W  
 1.34.06009  
 0.109.78218  
 11.6615  
 Not to  
 Scale

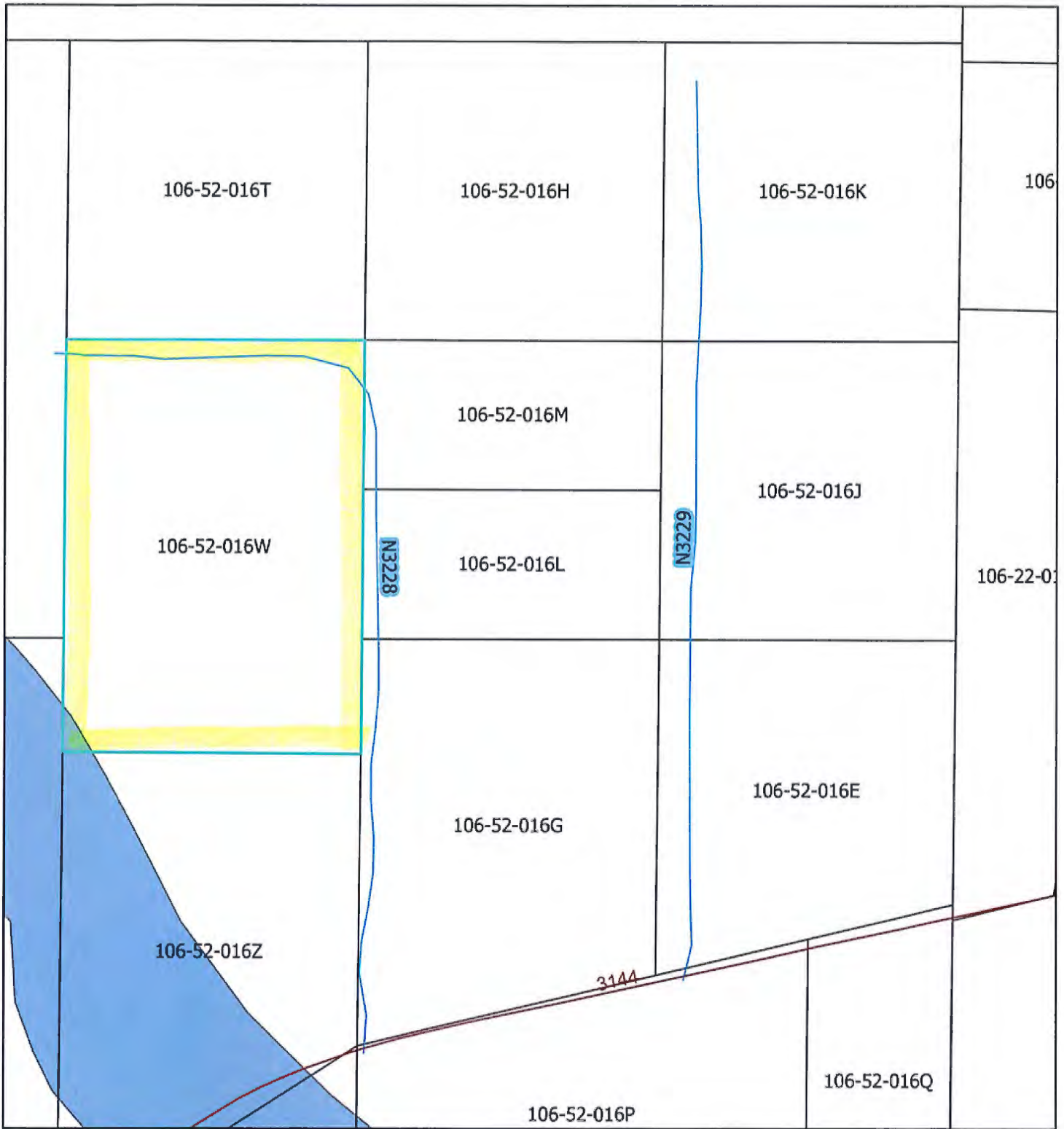






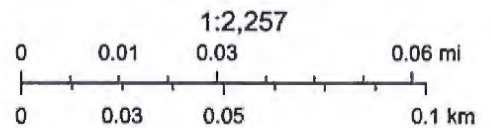


# Apache County Map



6/17/2021, 8:01:13 AM

- County Roads
- N Roads
- Passable
- ▭ Parcels
- ▭ Apache County
- Flood Plain Zones
- ▭ A
- ▭ D



amount of the rates and fees or the method of determining the budget.

Published in the White Mountain Independent: #111932, F, June 18, 2021

**The Apache County Planning and Zoning Commission**

will hold a meeting on Thursday July 1, 2021 at 1:00 p.m. in the Board of Supervisors Room, located in the Apache County Annex at 75 W. Cleveland, St. Johns, Arizona, at which the Commission will hold a public hearing to consider and possibly approve the following items:

**PUBLIC HEARING**, consideration and possible recommendation for approval of a Conditional Use Permit application allowing James & Andrea Coppenbarger to place a second residence on their 3.25-acre parcel, the second home will be occupied by her mother so they can provide care for her. Property is located in Vernon, AZ. A.P.N 106-52-016W.

\*Pursuant to the Americans with Disabilities Act, the Apache County Planning & Zoning endeavors to ensure the accessibility of its meetings to all persons with disabilities. If you need an accommodation for a meeting, please contact Shanna at (928) 337-7526, TDD (928)-337-4402 at least 48 hours prior to the meeting (not including weekends or holidays) so that an accommodation can be arranged. One or more members of the Commission may participate telephonically or through video communication.

\*These items are available on the county Web site at [www.co.apache.az.us](http://www.co.apache.az.us) at least 24 hours prior to the scheduled meeting. Those wishing to comment on any of these items may do so in writing, by e-mail, or in person. Mail comments to Apache County Community Development, P.O. Box 238, St. Johns, AZ 85936, or e-mail [planning@co.apache.az.us](mailto:planning@co.apache.az.us).

\*\*\*If you plan to attend the public meeting, please call (928) 337-7526 the day of the meeting to ensure that the meeting has not been cancelled or postponed.

Published in the White Mountain Independent: #111935, T, F, June 15, June 18, 2021

**NOTICE (for publication) ARTICLES OF ORGANIZATION HAVE BEEN FILED IN THE OFFICE OF THE ARIZONA CORPORATION COMMISSION FOR**

- I. Name: Spruce and Sons Landscape, LLC
- II. The address of the known place of business is: PO BOX 429, Pinetop, AZ 85935
- III. The name and street address of the Statutory Agent is: Neal Fanslrom 1191 E. White Mountain Blvd., Pinetop, AZ 85935
- B. [X] Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are: (Please check appropriate box for

proposed budget and water rates, twice in a newspaper of general circulation in the District not less than ten (10) days prior to the Public Hearing on the Budget; and WHEREAS, it is in the best interest of the Board of Directors of the Pinetop Water Community Facilities District that the Public Hearing on the proposed Budget and Water Rates be held on Tuesday, the 13th day of July, 2021 at 5:30 P.M.; said Public Hearing to be held at the offices of the Pinetop Water Community Facilities District.

**THEREFORE BE IT RESOLVED THAT:**

The Board of Directors of the Pinetop Water Community Facilities District hereby preliminarily adopts for publication purposes pursuant to Arizona Revised Statutes Section 48-716 the attached Budget for the Pinetop Water Community Facilities District and pursuant to Arizona Revised Statutes Section 48-720 the Water Rates shown on the attached schedule.

Further, the Board of Directors of the Pinetop Water Community Facilities District directs that a Public Hearing will be held on Tuesday, the 13th day of July, 2021 at 5:30 p.m. at the offices of the Pinetop Water Community Facilities District, Pinetop, Arizona, concerning the Budget and Water Rates. At that meeting any owner of real property within the District or any resident of the District may appear and present objections, if any he may have, to any item of the Budget or Water Rates.

The board of Directors directs that Notice, in the form attached, with the Budget and Water Rates attached be published in the White Mountain Independent two times at least ten days prior to the Public Hearing called for herein.

ADOPTED this 8th day of June, 2021.

**PINETOP WATER COMMUNITY FACILITIES DISTRICT**  
By: *Is/ illegible*  
Chariman

ATTEST:

**NOTICE OF PUBLIC HEARING  
PINETOP WATER COMMUNITY FACILITIES DISTRICT  
PINETOP, ARIZONA**

Notice is hereby given pursuant to Arizona Revised Statutes Section 48-716 and 48-720 that the District Board or Directors will hold a public hearing on the proposed new Water Rates and District Budget, copies of which are attached hereto, at 5:30 p.m. on Tuesday the 13th day of July 2021 at the office of the Pinetop Water Community Facilities District. The proposed Budget is for the Fiscal Year July, 2021 through June 30, 2022.

EXECUTED this 8th day of June, 2021.

**PINETOP WATER COMMUNITY FACILITIES DISTRICT**

<b>PROFIT MAINTENANCE</b>	
<b>HYDRANTS</b>	
<b>LANDSCAPING</b>	
<b>DISTRIBUTION MAINTENANCE</b>	
	\$ 20,000.00
	\$ 15,000.00
<b>METERS</b>	
<b>HWY 260 PROJECT</b>	
TESTING	\$ 6,100.00
TREATMENT	\$ 2,000.00
WELLS	\$ 50,000.00
<b>TOTAL SYSTEM EXPENSE</b>	<b>\$ 93,100.00</b>

<b>EQUIPMENT EXPENSE</b>	
<b>EQUIPMENT REPAIR</b>	
FUEL	\$ 5,000.00
SHOP SUPPLIES	
TOOLS	\$ 3,000.00
TRUCK ALLOWANCE	
VEHICLE MAINTENANCE	\$ 5,000.00
<b>TOTAL EQUIPMENT EXPENSE</b>	<b>\$ 13,000.00</b>

<b>UTILITY EXPENSE</b>	
ELECTRICITY	\$ 105,000.00
ELECTRIC - WELL 1	
ELECTRIC - WELL 5	
ELECTRIC - WELL 7	
ELECTRIC - WELL 8	
ELECTRIC - WELL Iris	

<b>TOTAL UTILITY EXPENSE</b>	<b>\$ 105,000.00</b>
<b>DEPRECIATION</b>	<b>\$ 125,000.00</b>
<b>TOTAL ALL EXPENSES</b>	<b>\$ 1,269,250.00</b>
<b>ALLOCATED FOR CONSTRUCTION</b>	<b>\$ 350,000.00</b>
<b>EXCESS REVENUE (OVER)UNDER</b>	<b>\$ 32,569.00</b>

**PINETOP WATER COMMUNITY FACILITIES DISTRICT  
PINETOP, ARIZONA  
WATER RATES AND OTHER FEES  
FOR SERVICES**

<b>EFFECTIVE 07/01/2021</b>	
Monthly Minimum Charge:	Current Rates
5/8" x 3/4" Meter	\$ 25.83
3/4" x 3/4" Meter	\$ 36.49
1" Meter	\$ 55.32
1 1/2" Meter	\$ 104.46
2" Meter	\$ 163.46
2" Compound Meter	\$ 252.56
3" Meter	\$ 350.38
3" Compound Meter	\$ 438.12
3" Fire Hydrant Meter	\$ 314.16
4" Meter	\$ 989.30
6" Meter	\$ 1972.43
8" Meter	\$ 3447.14
Multi-Residential	(2)

Monthly Usage Charge:  
Per 1,000 Gallons \$ 3.88

Service Line and Meter Installation Charges (1):

5/8" x 3/4" Meter	\$ 278.00
3/4" x 3/4" Meter	\$ 309.00
1" Meter	\$ 360.00
1 1/2" Meter	\$ 552.00
2" Meter	\$ 1050.00
2" Compound Meter	\$ Loaded Cost
3" Meter	\$ Loaded Cost
3" Compound Meter	\$ Loaded Cost
4" Meter	\$ Loaded Cost
6" Meter	\$ Loaded Cost
8" Meter	\$ Loaded Cost
Multi-Residential	\$ Loaded Cost

(1)Fees are exclusive of Road Crossings and/or Service Taps. If a Road Crossing and/or Service Tap are necessary for the Service Line and Meter

\*\* Number of months off System times the Minimum plus tax  
(2) Number of Units served by a Master Meter times the current 5/8" x 3/4" Minimum  
(3) Number of Units served by a Master Meter times the current 5/8" x 3/4" Impact Fee

**PINETOP WATER COMMUNITY FACILITIES DISTRICT  
PINETOP, ARIZONA  
WATER RATES AND OTHER FEES  
FOR SERVICES  
EFFECTIVE 07/01/2021**

Monthly Service Charge for Fire Sprinklers:	Current Rates
4" or smaller	\$ 26.39
6"	\$ 28.03
8"	\$ 28.03
10"	\$ 55.02
Larger than 10"	\$ 224.72

Abandoned Service  
A Service that has been inactive for 5 years or more will require a New Service Installation Charge (Meter Installation Fee + Impact Fee + Deposit + Establishment Fee).

**EMERGENCY WATER RATES**

Customers will be notified when and if these Rates will be put into effect. They will also be notified when the Emergency is over.

Gallons Used	Cost per 1,000 Gallons
Up to 15,000	\$3.88
15,001 to 25,000	\$4.88
25,001 to 35,000	\$5.88
35,001 to 45,000	\$6.88
45,001 to 55,000	\$7.88
55,001 and Over	\$8.88

Published in the White Mountain Independent: #111988, T, F, June 15, June 18, June 22, 2021

**NAVAJO COUNTY  
NOTICE OF INVITATION FOR BIDS  
B21-05-013  
PUBLIC WORKS DEPARTMENT -  
ANNUAL CONTRACT FOR  
HOT ASPHALTIC CONCRETE PAVEMENT OVERLAY**

The Navajo County Board of Supervisors is seeking bids from qualified suppliers of HOT ASPHALTIC CONCRETE PAVEMENT OVERLAY to enter into an annual contract to supply Hot Asphaltic Concrete Pavement Overlay to the Navajo County Public Works Department.

INTERESTED OFFERORS MAY OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 524-4100 OR MAY PICK UP A COPY OF THE BID PACKAGE AT 100 W. PUBLIC WORKS DR, HOLBROOK, ARIZONA 86025 AT THE PUBLIC WORKS DEPARTMENT OR MAY DOWNLOAD THE PACKAGE AT: <https://navajocountyaz.gov/Departments/Finance/Procurement>.

Competitive sealed bids for the specified material or service shall be received by the Clerk of the Board of Supervisor's Office, 100 East Code Talkers Drive, P.O. Box 668, Holbrook, Ariz

DIRECT WRITTEN QUESTIONS TO: Cheryl Hollins, Procurement Officer (928) 524-4100 [cheryl.hollins@navajocountyaz.gov](mailto:cheryl.hollins@navajocountyaz.gov)

Published in the White Mountain Independent: #112000, T, F, June 15 June 18, 2021

**ARTICLES OF ORGANIZATION OF LIMITED LIABILITY COMPANY  
ENTITY INFORMATION**

ENTITY NAME: SKULL OF CROW LLC  
ENTITY ID: 23210408  
ENTITY TYPE: Domestic LLC  
EFFECTIVE DATE: 04/14/2021  
CHARACTER OF BUSINESS: Other Services (except Public Administration)  
MANAGEMENT STRUCTURE: Member-Managed  
PERIOD OF DURATION: Perpetual  
PROFESSIONAL SERVICES: N/A  
STATUTORY AGENT INFORMATION  
STATUTORY AGENT NAME: ANDREW J BRIMHALL  
PHYSICAL ADDRESS: 4989 SHERWOOD DR., LAKESIDE, AZ 85929  
MAILING ADDRESS: 4989 SHERWOOD DR., LAKESIDE, AZ 85929  
PRINCIPALS ADDRESS  
PO Box 2041, LAKESIDE, AZ 85929  
PRINCIPALS  
Member: Joslin Kugler - PO BOX 2041, LAKESIDE, AZ, 85929, USA - Date of Talking Office:  
Member: Larry Kugler - PO Box 2041, LAKESIDE, AZ, 85929, USA - Date of Talking Office:  
ORGANIZERS  
Andrew J Brimhall: 4989 Sherwood Dr., LAKESIDE, AZ, 85929, USA,  
SIGNATURES  
Organizer: Andrew J Brimhall - 04/14/2021

Published in the White Mountain Independent: #112044, T, F, June 18 June 22, June 25, 2021

**ARTICLES OF ORGANIZATION OF LIMITED LIABILITY COMPANY  
ENTITY INFORMATION**

ENTITY NAME: LEGACY INVESTMENT USA LLC  
ENTITY ID: 23215971  
ENTITY TYPE: Domestic LLC  
EFFECTIVE DATE: 04/27/2021  
CHARACTER OF BUSINESS: Real Estate and Rental and Leasing  
MANAGEMENT STRUCTURE: Manager-Managed  
PERIOD OF DURATION: Perpetual  
PROFESSIONAL SERVICES: N/A  
STATUTORY AGENT INFORMATION  
STATUTORY AGENT NAME: Richard Quinlan JR  
PHYSICAL ADDRESS: 107 North Zun Street, SPRINGERVILLE, AZ 85939  
MAILING ADDRESS: P.O. Box 1719 Eagar, EAGAR, AZ 85925  
PRINCIPAL ADDRESS  
Att: Richard Quinlan, P.O. Box 1719 Eagar, EAGAR, AZ 85925  
PRINCIPALS  
Manager: Richard Quinlan - P.O. Box 1719, Eagar, EAGAR, AZ, 85925 USA - [rquinlan2b@gmail.com](mailto:rquinlan2b@gmail.com) - Date of Talking Office: 04/27/2021  
ORGANIZERS  
Richard Quinlan: P.O. Box 1719, Eagar, EAGAR, AZ, 85925, USA, [rquinlan2b@gmail.com](mailto:rquinlan2b@gmail.com)

# NOTICE

THE APACHE COUNTY  
PLANNING & ZONING COMMISSION  
WILL HOLD A PUBLIC MEETING

75 W. Cleveland Street,  
County Annex Board of Supervisors Room

Thursday, July 1, 2021

AT

1 pm

FOR THE PURPOSE OF  
CONDITIONAL USE PERMIT  
Add a second home

FOR THE PROPERTY  
DESCRIBED AS FOLLOWS:

PARCEL/REFERENCE NUMBER: 106-52-016W

LOCATION/LEGAL DESCRIPTION

Township 10N; Range 24E; Section 15

ALL INTERESTED PERSONS ARE ENCOURAGED  
TO ATTEND THE PUBLIC MEETING

# HEARING

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Angela Romero/Election Department

Date/Signature: 6/28/21 Angela C. Romero

Describe in detail what you want to say to the Board and what action you want the Board to take:

1. Discussion and possible approval, based on the recommendation of the Libertarian Party County Chairman, Emily S. Goldberg, determine vacancies exist in the office of precinct committeeman and appoint Thomas Tanner for the St. Johns Precinct.

BOS Meeting Date Requested 7/27/21

**PRE-AGENDA ITEM REVIEW**

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: \_\_\_\_\_

Legal Review: Submitted to Attorney Joe Young

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Purchasing Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials \_\_\_\_\_

**BOARD ACTION TAKEN**

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

CONSENT ITEM

Submitter's Name Emergency Management

Date/Signature: \_\_\_\_\_

Describe in detail what you want to say to the Board and what action you want the Board to take:  
Notification that on July 16, 2021, in accordance with Apache County Outdoor Fire Ordinance 2019-10, all fire restrictions were rescinded in the unincorporated areas of Apache County.

BOS Meeting Date: July 27, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Check if item does not require review

Reviews completed, item approved for Agenda. Board Clerk's Initials \_\_\_\_\_

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

*ABJ 7/15/21*

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of Amendment #1 to extend the Intergovernmental Agreement between Northland Pioneer College and Apache County through June 30, 2022.

BOS Meeting Date Requested 7/27/21

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

*ABJ*

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

## Diana Morgan

---

**From:** Ulibarri, Nicole M. <nicole.ulibarri@npc.edu>  
**Sent:** Sunday, July 11, 2021 7:34 AM  
**To:** Diana Morgan; Ryan Patterson  
**Subject:** Fwd: Apache County IGA 1-Year Extension between Northland Pioneer College, Paul Hempsey and Jeanne Swarthout is Signed and Filed!  
**Attachments:** Apache County IGA 1-Year Extension - signed.pdf

Hi Ryan,  
Can I get your signature on the IGA extension?

Get [Outlook for iOS](#)

---

**From:** Hempsey, John (Paul) <paul.hempsey@npc.edu>  
**Sent:** Wednesday, June 30, 2021 11:19:28 AM  
**To:** Ulibarri, Nicole M. <nicole.ulibarri@npc.edu>  
**Subject:** FW: Apache County IGA 1-Year Extension between Northland Pioneer College, Paul Hempsey and Jeanne Swarthout is Signed and Filed!

Hi Nicole,

Can you assist with getting the Apache County signatures please? When you return obviously.....

Thanks,

Paul

***Paul Hempsey***

***Assistant to the President***

***Northland Pioneer College***

1-800-266-7845 Ext: 7418

*Northland Pioneer College provides educational excellence that is affordable and accessible for the enrichment of communities across northeastern Arizona.*



**Northland Pioneer College**

EXPANDING MINDS • TRANSFORMING LIVES™



**From:** Adobe Sign <echosign@echosign.com>  
**Sent:** Wednesday, June 30, 2021 10:27 AM  
**To:** Hempsey, John (Paul) <paul.hempsey@npc.edu>; Swarthout, Jeanne Dr. <jeanne.swarthout@npc.edu>  
**Subject:** Apache County IGA 1-Year Extension between Northland Pioneer College, Paul Hempsey and Jeanne Swarthout is Signed and Filed!

**FIRST AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT NORTHLAND PIONEER COLLEGE  
PROGRAMS AND SERVICES IN APACHE COUNTY**

This First Amendment is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 between Apache County ("County") and Navajo County Community College District, doing business as Northland Pioneer College ("District") and amends the Intergovernmental Agreement Northland Pioneer College Programs and Services in Apache County dated February \_\_, 2019 ("Agreement").

1. The Parties agree to extend the term of the Agreement for one year. Section II of the Agreement shall therefore be amended as follows:

This Agreement shall become effective on January 1, 2019. This Agreement shall continue to be binding upon all parties until June 30, 2022 unless terminated as provided in paragraphs XII and XIII. Amendment may be made only upon execution of written amendment signed by the parties hereto. The parties agree to negotiate in good faith in the future for the provision of post-secondary education services in Apache County. Termination shall not relieve either Party from its obligation to pay for services provided prior to termination and those for any student already admitted and enrolled in a course or courses and obtaining credit at the time of termination or notice thereof.

2. No other changes. Except provided in this First Amendment, all other terms and conditions of the Agreement remain unchanged and in full force and effect.
3. Counterparts: This First Amendment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same agreement.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
Signature pages follow

IN WITNESS WHEREOF, the parties provide the following approval:

**Apache County**

By: \_\_\_\_\_  
Joe Shirley, Jr., Chairman

**Navajo County Community College District**

By: *Jeanne Swarthout*  
Jeanne Swarthout (Jun 30, 2021 10:27 PDT)  
Dr. Jeanne Swarthout, Interim President

APPROVED: This First Amendment is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Attorney for the County

Date: \_\_\_\_\_

By: *Kristin Mackin*  
Attorney for the College

Date: 6/9/2021

ATTEST:

By: \_\_\_\_\_  
Clerk, Board of Supervisors

Date: \_\_\_\_\_

By: *Paul Hempsey*  
Paul Hempsey (Jun 30, 2021 08:45 PDT)  
Recording Secretary to College

Date: Jun 30, 2021







# Apache County IGA 1-Year Extension

Final Audit Report

2021-06-30

Created:	2021-06-30
By:	Paul Hempsey (paul.hempsey@npc.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7CtB8NtNZ7PkxkCeX0M_Y2mFwCMazxzy

## "Apache County IGA 1-Year Extension" History

-  Document created by Paul Hempsey (paul.hempsey@npc.edu)  
2021-06-30 - 3:43:27 PM GMT- IP address: 206.207.16.4
-  Document e-signed by Paul Hempsey (paul.hempsey@npc.edu)  
Signature Date: 2021-06-30 - 3:45:41 PM GMT - Time Source: server- IP address: 206.207.16.4
-  Document emailed to Jeanne Swarhout (jeanne.swarhout@npc.edu) for signature  
2021-06-30 - 3:45:43 PM GMT
-  Email viewed by Jeanne Swarhout (jeanne.swarhout@npc.edu)  
2021-06-30 - 3:46:02 PM GMT- IP address: 206.207.16.4
-  Document e-signed by Jeanne Swarhout (jeanne.swarhout@npc.edu)  
Signature Date: 2021-06-30 - 5:27:06 PM GMT - Time Source: server- IP address: 206.207.16.4
-  Agreement completed.  
2021-06-30 - 5:27:06 PM GMT

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

(date/time stamp)

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

*ASD* 7/15/21

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval of a Liquor License Application recommendation for Jeffrey Saffer, Lost Mountain Resort, located at 44 Main Street in Greer, Arizona.

BOS Meeting Date Requested 7/27/21

---

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

JOE SHIRLEY, JR.  
VICE CHAIRMAN OF THE BOARD  
DISTRICT I  
P.O. Box 1952, Chinle, AZ 86503

ALTON JOE SHEPHERD  
CHAIRMAN OF THE BOARD  
DISTRICT II  
P.O. Box 994, Ganado, AZ 86505

NELSON DAVIS  
MEMBER OF THE BOARD  
DISTRICT III  
P.O. Box 428, St. Johns, AZ 85936

**BOARD OF SUPERVISORS  
OF APACHE COUNTY**

P.O. BOX 428  
ST. JOHNS, ARIZONA 85936

TELEPHONE: (928) 337-7503  
FACSIMILE: (928) 337-2003



RYAN N. PATTERSON  
MANAGER-CLERK  
ST. JOHNS, AZ 85936

June 15, 2021

Jeffrey Saffer  
Lost Mountain Resort  
5141 N. Cirlulo Sobrio  
Tucson, AZ 85718

Dear Mr. Saffer:

Your Liquor License Application has been scheduled for the Board of Supervisors' meeting on Tuesday, July 27, 2021 at 8:30 a.m. The meeting will be held in the Supervisors' Meeting Room, County Annex Building, 75 West Cleveland, St. Johns, Arizona.

You are welcome to be present at this hearing and please feel free to contact my office if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Beth Bond". The signature is fluid and cursive.

Beth Bond  
Assistant Clerk of the Board



Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquor.gov  
 (602) 542-5141

**Local Governing Body Recommendation**  
**A.R.S. § 4-201(C)**

1. City or Town of: \_\_\_\_\_ Liquor License Application #: Job # 151470  
(Circle one) (Arizona application #)

2. County of: Apache City/Town/County #: 1

3. If licensed establishment will operate within an "entertainment district" as described in A.R.S. §4-207(D)(2),  
 \_\_\_\_\_  
(Name of entertainment district) (Date of resolution to create the entertainment district)

A boundary map of entertainment district must be attached.

4. The BOARD of SUPERVISORS at a Regular meeting held on the 27 of  
(Governing body) (Regular or special) (Day)  
July, 2021 considered the application of Jeffrey B. Saffer  
(Month) (Year) (Name of applicant)

for a license to sell spirituous liquor at the premises described in application Job #151470  
(Arizona liquor license application #)

for the license series #: type 011 Hotel/motel as provided by A.R.S §4-201.  
(i.e.: series #10: beer & wine store)

ORDER OF APPROVAL/DISAPPROVAL

IT IS THEREFORE ORDERED that the license APPLICATION OF Jeffrey B. Saffer  
(Name of applicant)

to sell spirituous liquor of the class and in the manner designated in the application, is hereby recommended  
 for \_\_\_\_\_  
(Approval, disapproval, or no recommendation)

TRANSMISSION OF ORDER TO STATE

IT IS FURTHER ORDERED that a certified copy of this order be immediately transmitted to the State Department  
 of Liquor, License Division, 800 W Washington, 5th Floor, Phoenix, Arizona.

Dated at St Johns, Az on 27, July, 2021.  
(Location) (Day) (Month) (Year)

Ryan. N. Patterson \_\_\_\_\_  
(Printed name of city, town or county clerk) (Signature of city, town or county clerk)



Arizona Department of Liquor Licenses and Control  
 800 W Washington 5th Floor  
 Phoenix, AZ 85007-2934  
 www.azliquar.gov  
 (602) 542-5141

AFFIDAVIT OF POSTING

Date of Posting: 6-29-21 Date of Posting Removal: 7-19-21

Applicant's Name: Satter Jeffrey Brien  
Last First Middle

Business Address: 44 Main St. Greer 85927  
Street City Zip

License #: Job #151970

I hereby certify that pursuant to A.R.S. 4-201, I posted notice in a conspicuous place on the premises proposed to be licensed by the above applicant and said notice was posted for at least twenty (20) days.

DALE HAUSER AIDE (928) 337-7531  
Print Name of City/County Official Title Phone Number

Dale 7-19-21  
Signature Date Signed

Return this affidavit with your recommendations (i.e., Minutes of Meeting, Verbatim, etc.) or any other related documents. If you have any questions please call (602) 542-5141 and ask for the Licensing Division.

State of Arizona  
Department of Liquor Licenses and Control

Created 06/03/2021 @ 02:02:34 PM

Local Governing Body Report

**LICENSE**

Number: Type: 011 HOTEL / MOTEL  
Name: LOST MOUNTAIN RESORT  
State: Pending  
Issue Date: Expiration Date:  
Original Issue Date:  
Location: 44 MAIN STREET  
GREER, AZ 85927  
USA  
Mailing Address: 5141 N CIRLULO SOBRIO  
TUCSON, AZ 85718  
USA  
Phone: (520)360-2875  
Alt. Phone:  
Email: JEFFSAFFER@GMAIL.COM

**AGENT**

Name: JEFFREY BRIAN SAFFER  
Gender: Male  
Correspondence Address: 5141 N CIRLULO SOBRIO  
TUCSON, AZ 85718  
USA  
Phone: (520)360-2875  
Alt. Phone:  
Email: JEFFSAFFER@GMAIL.COM

**OWNER**

Name: LOST GLAMPING LLC  
Contact Name: JEFFREY SAFFER  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: 23144732 State of Incorporation: AZ  
Incorporation Date: 10/28/2020  
Correspondence Address: 5141 N CIRLULO SOBRIO  
TUCSON, AZ 85718  
USA  
Phone: (520)360-2875  
Alt. Phone:  
Email: JEFFSAFFER@GMAIL.COM

Officers / Stockholders

Name: Title: % Interest:

JBS ARS LLC	MEMBER	33.00
MICHAEL HARVEY TRUST 678	MEMBER	33.00
NATHAN EUGEN LAWSON	MEMBER	33.00

**JEFFREY AND AMANDA SAFFER REVOCABLE  
TRUST U/A/D SEPTEMBER 28,2006 - TRUSTEE**

Name: JEFFREY BRIAN SAFFER  
 Gender: Male  
 Correspondence Address: 5141 N CIRLULO SOBRIO  
 TUCSON, AZ 85718  
 USA  
 Phone: (520)360-2875  
 Alt. Phone:  
 Email: JEFFSAFFER@GMAIL.COM

**MICHAEL HARVEY TRUST 678 - TRUSTEE**

Name: MICHAEL LUKE HARVEY  
 Gender: Male  
 Correspondence Address: 5141 N CIRLULO SOBRIO  
 TUCSON, AZ 85718  
 USA  
 Phone: (520)440-4627  
 Alt. Phone:  
 Email: HAIZUEY@MULTIVISTA.COM

**LOST GLAMPING LLC - MEMBER**

Name: NATHAN EUGEN LAWSON  
 Gender: Male  
 Correspondence Address: 5141 N CIRLULO SOBRIO  
 TUCSON, AZ 85718  
 USA  
 Phone: (520)247-4868  
 Alt. Phone:  
 Email: 4NATHANLAWSON@GMAIL.COM

**LOST GLAMPING LLC - MEMBER**

Name: JBS ARS LLC  
 Contact Name: JEFFREY BRIAN SAFFER  
 Type: LIMITED LIABILITY COMPANY  
 AZ CC File Number: State of Incorporation:  
 Incorporation Date:  
 Correspondence Address: 5141 N CIRLULO SOBRIO  
 TUCSON, AZ 85718  
 USA  
 Phone: (520)360-2875  
 Alt. Phone:  
 Email: JEFFSAFFER@GMAIL.COM

### JBS ARS LLC - Member

Name: JEFFREY AND AMANDA SAFFER REVOCABLE TRUST U/A/D  
SEPTEMBER 28,2006  
Contact Name: JEFFREY SAFFER  
Type: TRUST  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 5141 N CIRLULO SOBRIO  
TUCSON, AZ 85718  
USA  
Phone: (520)360-2875  
Alt. Phone:  
Email: JEFFSAFFER@GMAIL.COM

### LOST GLAMPING LLC - MEMBER

Name: MICHAEL HARVEY TRUST 678  
Contact Name: JEFFREY SAFFER  
Type: TRUST  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 5141 N CIRLULO SOBRIO  
TUCSON, AZ 85718  
USA  
Phone: (520)360-2875  
Alt. Phone:  
Email: JEFFSAFFER@GMAIL.COM

<h2>MANAGERS</h2>
-------------------

Name: KRISTIN MARIE SPILLMAN  
Gender: Female  
Correspondence Address: 5141 N CIRLULO SOBRIO  
TUCSON, AZ 85718  
USA  
Phone: (928)751-0110  
Alt. Phone:  
Email: SPILLMAN85927@GMAIL.COM

## APPLICATION INFORMATION

Application Number: 151470  
Application Type: New Application  
Created Date: 06/03/2021 *Cynthia*

## QUESTIONS & ANSWERS

### 011 Hotel / Motel

- 1) Are you applying for an Interim Permit (INP)?  
No
- 2) Are you one of the following? Please indicate below.  
Property Tenant  
Subtenant  
Property Owner  
Property Purchaser  
Property Management Company  
OWNER
- 3) Is there a penalty if lease is not fulfilled?  
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?  
No  
If no, in what City, Town, County or Tribal/Indian Community is this business located?  
APACHE COUNTY
- 5) What is the total money borrowed for the business not including the lease?  
Please list each amount owed to lenders/individuals.  
\$200,000.00  
  
PATRICIA WAHL LAPAN CHARITABLE UNITRUST 40 WALLSTREET NEW YORK NY  
10005
- 6) Is there a drive through window on the premises?  
No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.  
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
Yes  
If yes, what is your estimated completion date?  
06/15/2021

SECTION 6

ORGANIZATIONAL OWNERSHIP FLOW CHART

LOST GLAMPING LLC, AN ARIZONA LIMITED LIABILITY COMPANY <sup>CA</sup> (NO ONE OWNS 10% OR MORE)

Member 1:

JBS ARS LLC, an Arizona limited liability company  
33.33% Ownership



Sole Member:

Jeffrey and Amanda Saffer Revocable Trust  
U/A/D September 28, 2006



Trustees:

Jeffrey B. Saffer  
~~Amanda R. Saffer~~ <sup>9/8/21 5/3/2021</sup>  
Jeffrey B. Saffer - Statutory Agent



Member 2:

Nathan Lawson,  
an individual  
33.33% Ownership



Member 3:

Michael Harvey Trust 678  
33.33% Ownership



Sole Trustee:

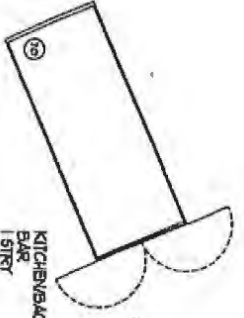
Michael Harvey

21 JUN 3 11:41 AM '21

*Lim Ledge*

*\* Vapor Storage*

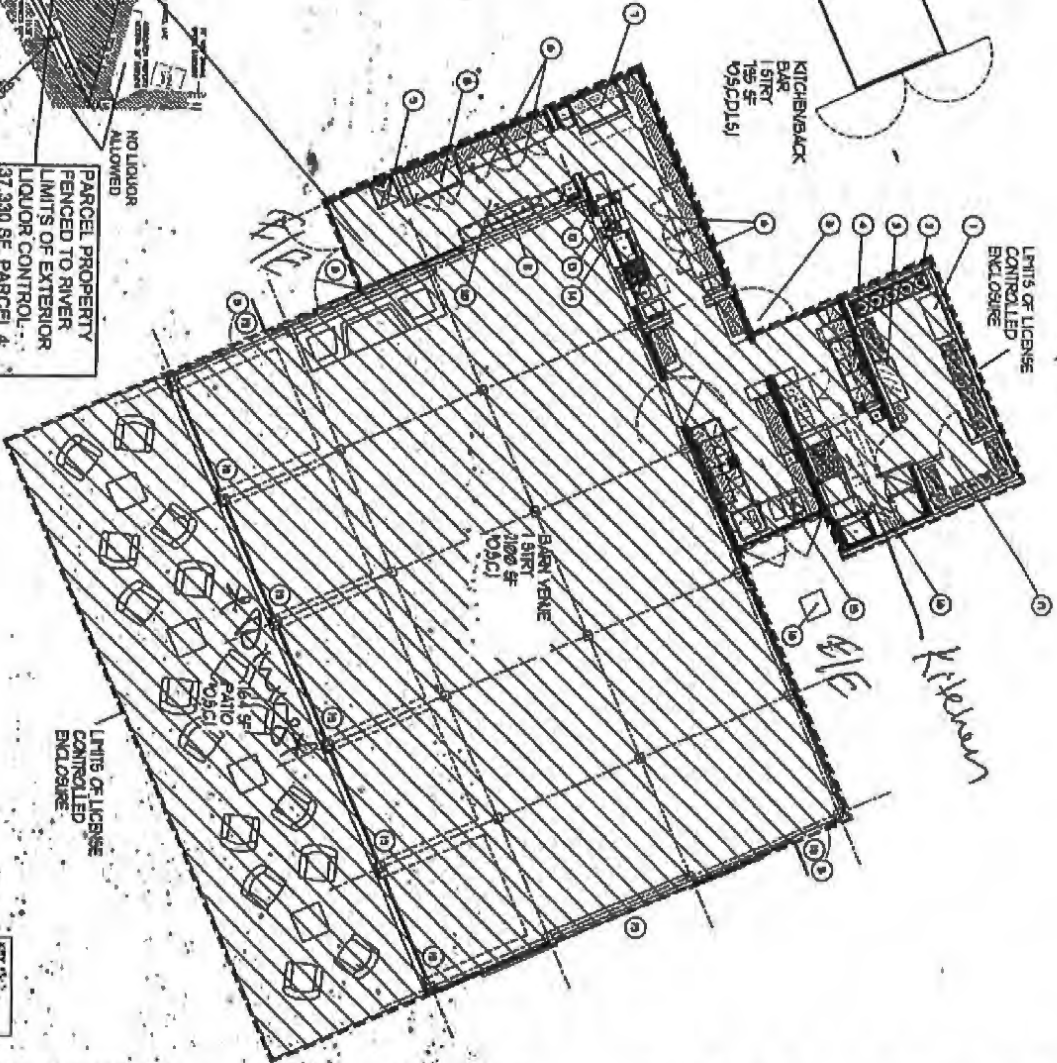
21 JUN 3 11P. LIC. PR 2:10



KITCHENBACK  
BLK  
150 SF  
VSCDLS

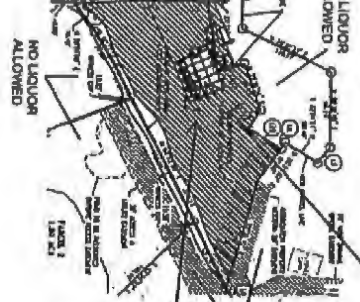
LIMITS OF LICENSE  
CONTROLLED  
ENCLOSURE

*Kitchen*



NO LIQUOR  
ALLOWED  
PARCEL PROPERTY  
FENCED TO RIVER  
LIMITS OF EXTERIOR  
LIQUOR CONTROL -  
37,330 SF. PARCEL 4  
ONLY.

LIMITS OF LICENSE PLAN



**PROJECT INFORMATION**

ADDRESS: 44 HILTON AVENUE  
GLENDA, ARIZONA 85141

OWNER: QUARTER 2, SECTION 14, TOWNSHIP 7N, RANGE 12E, COUNTY OF MARICOPA, ARIZONA. ALL OF THE SOUTH 1/4 OF SECTION 14, TOWNSHIP 7N, RANGE 12E, COUNTY OF MARICOPA, ARIZONA. LOT 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

**OWNER/OWNER'S REP.**

OWNER: QUARTER 2, SECTION 14, TOWNSHIP 7N, RANGE 12E, COUNTY OF MARICOPA, ARIZONA. ALL OF THE SOUTH 1/4 OF SECTION 14, TOWNSHIP 7N, RANGE 12E, COUNTY OF MARICOPA, ARIZONA. LOT 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

**GENERAL FLOOR FINISHES**

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**KEYNOTES**

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Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

Describe in detail what you want to say to the Board and what action you want the Board to take:

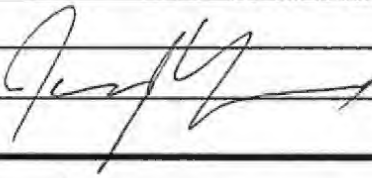
Discussion and possible approval of a Memorandum of Understanding between the Apache County Information Technology Department and the Schools Business Consortium for IT services.

BOS Meeting Date Requested 7/27/21

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature



Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING FOR THE PROVISION OF  
INFORMATION TECHNOLOGY AND INTERNET SERVICES BETWEEN  
APACHE COUNTY INFORMATION TECHNOLOGY DEPARTMENT AND THE  
APACHE COUNTY SCHOOLS' BUSINESS CONSORTIUM.**

This Memorandum of Understanding ("MOU") is created by and between the Apache County Information Technology Department ("County IT") and the Apache County Schools' Business Consortium ("Consortium"). The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the provision of IT and internet services by County IT to the Consortium and its members. This MOU serves to state the parties' intended actions and to facilitate the actions and functions stated and discussed below.

**REPRESENTATIONS**

**WHEREAS**, the Consortium was formed as a service program pursuant to A.R.S. § 15-365; and

**WHEREAS**, in 2013, the Consortium entered into a Service Level Agreement to provide broadband internet and IT services to local school districts, libraries, and other educational institutions; and

**WHEREAS**, County IT is willing and able to provide necessary internet, IT, and technical support services to Consortium members;

**NOW THEREFORE**, in consideration of the foregoing representations, and other good and valuable consideration, the Parties hereby agree as follows:

**A. PURPOSE**

As stated above, the purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the provision of IT and internet services by County IT to the Consortium and its members.

**B. TERM**

The term of this MOU shall begin on August 1, 2021, and continue through June 30, 2022. It may be renewed for an additional one-year term by written agreement of the parties.

### **C. COST OF SERVICES AND SALARY OF COUNTY IT PERSONNEL**

For the term of this MOU any equipment, salary, employee-related expenses, and any other necessary and proper costs incurred by County IT to provide services to the Consortium, shall be paid by the Consortium to County IT.

### **D. ROLES AND RESPONSIBILITIES**

The Parties mutually agree to the following roles, responsibilities and services in regards to County IT providing the above-described services to the Consortium:

#### **1. County IT will:**

- a. Employ Employees sufficient to provide the Consortium with the above-mentioned services
- b. Retain all supervisory, managerial, and disciplinary responsibilities over County IT personnel
- c. Maintain flexibility in scheduling so County IT can provide necessary IT and internet support services to Consortium members
- d. Provide IT, internet, and technical support services to Consortium members as requested through the service ticket system
- e. Travel to Consortium members' locations as needed to service and maintain computer, internet, software systems and any other IT services, as mentioned above
- f. Assist in managing Visions software for school district payroll purposes

#### **2. The Consortium will:**

- a. Ensure sufficient funds are available and transferred as necessary to facilitate the payment to County IT for the above-mentioned services
- b. Provide office space and equipment for County IT for providing services to Consortium members
- c. Provide transportation for County IT when traveling to Consortium members' locations

### **E. TERMINATION**

Either party may terminate this MOU, with or without cause, by giving thirty (30) days written notice to the other party. Such notice shall be provided to all parties via certified mail.

WHEREFORE, the duly authorized officials of the parties have executed this MOU on the dates affixed by their signature:

\_\_\_\_\_  
Dr. Joe Shirley, Jr., Chairman  
Apache County Board of Supervisors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Kaiser  
Director - Apache County IT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joy Whiting  
Apache County Superintendent  
of Schools

\_\_\_\_\_  
Date

\_\_\_\_\_  
Apache County Attorney's Office  
Approved as to Form

\_\_\_\_\_  
Date

**Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM**

Submitter's Name: (Individual, Organization, or County Department)

County Manager

Date/Signature: \_\_\_\_\_

Describe in detail what you want to say to the Board and what action you want the Board to take:

County Manager: Discussion and possible approval of premium pay between January 27, 2020 through July 1, 2021 for all current employees, utilizing American Rescue Plan Act (ARPA) state & local fiscal recovery funds.

BOS Meeting Date Requested 7/27/21

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**PRE-AGENDA ITEM REVIEW**

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

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Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda. Board Clerk's Initials \_\_\_\_\_

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/line stamp

Submitter's Name: (Individual, Organization, or County Department)

Clerk of the Court

Date/Signature: Annex R. Hornshell

Describe in detail what you want to say to the Board and what action you want the Board to take:

Clerk of the Court: Request authorization to create the position of Office Administrator (Range 43) and hire within the salary range. This request will not result in an increase to the FY22 budget.

BOS Meeting Date Requested: July 27, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

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Signature \_\_\_\_\_

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Finance Review: \_\_\_\_\_

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Signature [Signature]

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Other Review: \_\_\_\_\_

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Signature \_\_\_\_\_

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Reviews completed, item approved for Agenda. Board Clerk's Initials \_\_\_\_\_

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Date/Signature: \_\_\_\_\_



07/19/21

Describe in detail what you want to say to the Board and what action you want the Board to take:

District II: Discussion and possible approval to increase the salary of employee 969 by \$5,000 and to increase the salary of employee 751 by \$2,000. The requested amounts will not result in an increase of the FY22 budget.

BOS Meeting Date Requested: July 27, 2021

PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Engineering Department

Date/Signature: 07/20/2021

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible approval to enter into contract for professional services for Painted Sky Engineering and Survey LLC

BOS Meeting Date Requested June 27, 2021

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / / Purchasing / / Human Resource / / Other

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials



## Professional Services Agreement

**PROJECT:** Apache County Parking Lots Improvements

**PAINTED SKY PROPOSAL #:** P21-080

**Date**

July 22, 2021

**Services Performed By:**

Painted Sky Engineering & Survey, LLC  
176 N. Main Street  
Snowflake, Arizona 85937  
(928) 537-7218

**Services Performed For:**

Apache County Eng. Dept  
Ferrin Crosby, PE  
P.O. Box 238  
St. Johns, AZ 85936

**SCOPE OF SERVICES (See Attachment)**

**SCHEDULE (See Attachment)**

**COMPENSATION:**

- LUMP SUM.** Compensation for these services shall be a Lump Sum of \$\_\_\_\_\_. This fee includes all labor, materials, travel and consultation necessary to provide the services contemplated herein.
- TIME & MATERIALS (T&M NTE).** Compensation for these services will not exceed \$26,000.00 without written authorization and will be based on PAINTED SKY'S hourly rates, plus Subconsultant and Reimbursable Expenses times a factor of 1.10.
- TIME & MATERIALS (T&M OPEN).** Compensation for these services will be based on PAINTED SKY'S hourly rates, plus Subconsultant and Reimbursable Expenses times a factor of 1.10.

In the event services beyond those specified in the Scope of Services and not included in the compensation above are required, PAINTED SKY ENGINEERING & SURVEY, LLC (PAINTED SKY) shall submit a fee estimate for such services and a contract modification shall be negotiated and approved by the Client prior to any effort being expended on such services.

**SCHEDULE OF PAYMENTS:** PAINTED SKY shall be paid monthly on the basis of invoices submitted. These invoices will be for the portion of the agreed upon compensation earned by PAINTED SKY during that month. (Cost plus Fixed Fee will be for costs incurred during the invoice period plus the portion of the agreed upon fixed fee earned by PAINTED SKY during that month. Lump Sum will be based on percent of effort completed as estimated by PAINTED SKY. PAINTED SKY shall be paid for all invoices within 30 days of submittal. In the event the Client disputes the invoice or any portion thereof, the undisputed portion shall be paid to PAINTED SKY based on contractual terms. Invoices not in dispute and unpaid after 30 days shall accrue interest at the rate of 1½ percent per month (or the maximum percentage allowed by law, whichever is the lesser). See Standard Conditions for invoices unpaid after 60 days.

**EXECUTION:** Execution of this document by duly authorized representatives of PAINTED SKY and Client, including PAINTED SKY's Standard Conditions (attachment), Additional Provisions as indicated, and addenda, represents the entire Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended or modified by written instrument, but such instrument is valid only upon signature by both parties. Neither PAINTED SKY nor Client shall assign, transfer, or encumber any rights, duties, or interests accruing from this Agreement without the express prior written consent of the other.

**Apache County Eng. Department**

**PAINTED SKY ENGINEERING & SURVEY, LLC**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** Doug Brimhall  
**Title:** Principal Engineer  
**Date:** \_\_\_\_\_



---

## Scope of Work

Painted Sky Engineering & Survey, LLC shall provide the Services and Deliverable(s) as follows for parking lot improvements for the County facilities in St. Johns, Springerville, Ganado, and Chinle.

### **Task 1 – Site Visit**

A Painted Sky Engineering & Surveying, LLC (PSES) employee will make a site visit to each of the four project locations. We will familiarize ourselves with the challenges and goals of each site.

### **Task 2 – Mapping**

PSES will review the mapping provided by Apache County (AC) for each of the four site. We will perform site survey for each of the four sites as necessary to make sure that there is sufficient mapping for each of the sites. A base map will be prepared for each of the four sites.

### **Task 3 – Parking Lot Layouts**

PSES will utilize the mapping for each site and determine the layout for the sidewalks, ramps, parking lanes, handicap parking, signs, curb, and valley gutter. Each site will have a base map showing the required infrastructure improvements. Drawings will be prepared for each site showing the proposed improvements to the sites.

### **Task 4 – Grading Plans**

PSES will prepare at least one drawing for each site, more if necessary, to show the proposed elevations of all of the infrastructure that was shown on the parking lot layout plans.

### **Task 5 – Project Management**

PSES will work with the client to ensure that each project is designed to meet the requirements of each site.

We propose to perform these services on a time and material basis according to our hourly rates attached for a not to exceed amount of \$26,000. This work will be billed on a monthly basis according to the amount of effort performed each month.

### **Services not included, but can be performed at our hourly rates include:**

- As-Built Survey
- Construction Staking
- As-Built Drawings
- Structural Engineering
- SWPPP



## EXHIBIT "B" TERMS & CONDITIONS

**SERVICES.** Painted Sky will perform services for the Project as set forth in attachment and in accordance with these Terms & Conditions. Painted Sky has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Painted Sky in performing their services.

**AUTHORIZED REPRESENTATIVES.** The officer assigned to the Project by Painted Sky is the only authorized representative to make decisions or commitments on behalf of Painted Sky. The Client shall designate a representative with similar authority.

**PROJECT REQUIREMENTS.** The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Painted Sky at Project inception. Painted Sky will review the Client design standards and may recommend alternate standards considering the standard of care provision.

**SITE ACCESS.** The Client shall obtain all necessary approvals for Painted Sky to access the Project site(s).

**PERIOD OF SERVICE.** Painted Sky shall perform the services for the Project in a timely manner consistent with sound professional practice. Painted Sky will strive to perform its services according to the Project schedule set forth in attachment. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Painted Sky shall be entitled to an extension of time and compensation adjustment for any delay beyond Painted Sky control.

**COMPENSATION.** In consideration of the services performed by Painted Sky, the Client shall pay Painted Sky in the manner set forth in attachment. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Painted Sky.

**PAYMENT TERMS.** Painted Sky shall submit monthly invoices for services performed and Client shall pay the full invoice amount within thirty (30) days of the invoice date. Invoices will be considered correct if not questioned in writing within fourteen (14) days of the invoice date. Painted Sky shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to Painted Sky is not contingent on arrangement of project financing. Invoice payment delayed beyond sixty (60) days shall give Painted Sky the right to stop work until payments are current. Non-payment beyond seventy (70) days shall be just cause for termination by Painted Sky.

**ADDITIONAL SERVICES.** The Client and Painted Sky acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Painted Sky shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

**INDEPENDENT CONSULTANT.** Painted Sky shall serve as an independent consultant for services provided under this agreement. Painted Sky shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by Painted Sky.

**STANDARD OF CARE.** Services provided by Painted Sky will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. Painted Sky will not be liable for the cost of any omission that adds value to the Project.

**COMPLIANCE WITH LAWS.** Painted Sky shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Painted Sky shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

**PERMITS AND APPROVALS.** Painted Sky will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

**OWNERSHIP OF DOCUMENTS.** Documents prepared by Painted Sky for the Project are instruments of service and shall remain the property of Painted Sky. Record documents of service shall be based on the printed copy. Painted Sky will furnish documents electronically; however, the Client releases Painted Sky from any liability that may result from documents used in this form. Painted Sky shall not be held liable for reuse of documents for any purpose other than those intended under the Project.



**INSURANCE.** Painted Sky will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

<u>Workers' Compensation</u>	As required by applicable state statute.
<u>Commercial General Liability</u>	\$2,000,000 per occurrence (bodily injury including death & property damage) \$4,000,000 aggregate.
<u>Automobile Liability</u>	\$2,000,000 combined single limit for bodily injury and property damage.
<u>Professional Liability</u>	\$2,000,000 each claim and in the aggregate.

The Client shall, where appropriate or customary, make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Painted Sky shall be a named insured on those policies where Painted Sky may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

**WAIVER OF SUBROGATION.** Painted Sky shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Painted Sky will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

**INDEMNIFICATION.** Painted Sky shall indemnify the Client from any reasonable damages caused solely by the negligent act, error, or omission of Painted Sky in the performance of services under the Project. If such damage results in part by the negligence of another party, Painted Sky shall be liable only to the extent of their proportional negligence.

**LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the project to both the Client and Painted Sky, the risks have been allocated. The Client agrees to limit the liability of Painted Sky for all claims related to the Project at \$50,000 or the net income realized by Painted Sky for the Project, whichever is greater.

**THIRD PARTY CLAIMS.** The Client will compensate Painted Sky for services performed in defense of any third party claim unless the claim resulted from the negligent act, error, or omission of Painted Sky.

**LEGAL EXPENSE.** In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses within thirty (30) days of the court action.

**LIEN RIGHTS.** Painted Sky may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by Painted Sky are considered property improvements and the Client waives the right to any legal defense to the contrary.

**CONSEQUENTIAL DAMAGES.** Neither the Client nor Painted Sky shall be liable to the other for any consequential damages regardless of the nature or fault.

**ENVIRONMENTAL MATTERS.** The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Painted Sky shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Painted Sky from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Painted Sky.

**COST OPINIONS.** If included in the scope of service, Painted Sky shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Painted Sky acknowledge that actual costs may vary from the cost opinions prepared and that Painted Sky offers no guarantee related to the Project cost.

**INDEPENDENT COUNSEL.** The Client agrees to obtain independent legal and financial counsel for the Project considering Painted Sky does not furnish these services.

**CONTINGENCY FUND.** The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Painted Sky may offer advice concerning the value of the contingency fund; however, Painted Sky shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Painted Sky.

**CONTRACTOR SELECTION.** If included in the scope of service, Painted Sky may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

\_\_\_\_\_(initial)

Attachment B – Professional Services Terms & Conditions



**SHOP DRAWING REVIEW.** If included in the scope of service, Painted Sky shall review shop drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. Painted Sky shall not be liable for the performance of or consequential damages of any equipment furnished by the contractor under the Project.

**CONSTRUCTION REVIEW.** If included in the scope of service, Painted Sky shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make Painted Sky responsible for the work performed by another party; the means, methods, techniques, sequences, or procedures selected by another party; nor the safety precautions or programs of another party.

**REJECTION OF WORK.** If included in the scope of service, Painted Sky may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

**SAFETY.** Painted Sky shall be responsible solely for the safety precautions or programs of its employees and no other party.

**INFORMATION FROM OTHER PARTIES.** The Client and Painted Sky acknowledge that Painted Sky will rely on information furnished by other parties in performing its services under the Project. Painted Sky shall not be liable for any damages that may be incurred by the Client in the use of third party information.

**CONSTRUCTION RECORD DRAWINGS.** If included in the scope of service, Painted Sky will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, Painted Sky cannot and does not warrant their accuracy.

**FORCE MAJEURE.** Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

**DISPUTE RESOLUTION.** The Client and Painted Sky agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Painted Sky shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

**SUSPENSION OF WORK.** The Client may suspend services performed by Painted Sky with cause upon fourteen (14) days written notice and failure of Client to cure within such fourteen (14) day period. Painted Sky shall submit an Invoice for services performed up to the effective date of the work suspension and the Client shall pay Painted Sky all outstanding Invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Painted Sky shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

**TERMINATION.** The Client or Painted Sky may terminate services on the Project upon fourteen (14) days written notice and failure to cure within such fourteen (14) day period in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Painted Sky shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Painted Sky all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

**GOVERNING LAW.** The terms of agreement shall be governed by the laws of the state or, where Client is a federally recognized Indian tribe, the laws of the tribe in the jurisdiction where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state or the tribe in the jurisdiction in which the Project resides.

**ASSIGNMENT.** Neither party shall assign its rights, interests, or obligations under the Project without the express written consent of the other party.

**WAIVER OF RIGHTS.** The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

**WARRANTY.** Painted Sky warrants that it will deliver products under the Project within the standard of care. Painted Sky provides no other expressed or implied warranty.

**SEVERABILITY.** Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Painted Sky will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

**SURVIVAL.** All provisions of these terms that allocate responsibility or liability between the Client and Painted Sky shall survive the completion or termination of services for the Project.



## 2021 Hourly Rate Sheet

PERSONNEL	HOURLY RATE
Principal Engineer	\$160.00
Project Engineer	\$130.00
Sr. CAD Designer	\$125.00
CAD Technician 3	\$95.00
Engineer-in-Training (E.I.T.)	\$95.00
Planner	\$80.00
Construction Observer	\$65.00
Survey Technician	\$75.00
Professional Land Surveyor	\$110.00
1 Person Survey Crew	\$115.00
2 Person Survey Crew	\$160.00
Project Coordinator	\$55.00
Clerical	\$40.00

Vehicle Mileage - \$0.575 per mile

Rates are subject to a 3% increase annually, starting January 2022.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Engineering Department

Date/Signature: 07/20/2021

Describe in detail what you want to say to the Board and what action you want the Board to take:

Discussion and possible action for BID # 201208/ Contract trucking

BOS Meeting Date Requested June 27, 2021

PRE-AGENDA ITEM REVIEW

Review Routing / /Legal / /Finance / / Purchasing / / Human Resource / / Other

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

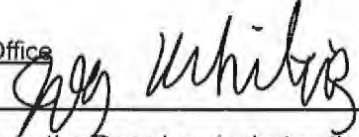
Reviews completed, item approved for Agenda. Board Clerk's Initials

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

Date/Time Stamp

Submitter's Name: Joy Whiting

Apache County School Superintendent's Office

Date/Signature: 7-20-21 

Describe in detail what you want to say to the Board and what action you want the Board to take: Discussion and possible approval of a contract with Elizabeth Moore to provide special education services to inmates in the Apache County Jail between the ages of 18 and 21 pursuant to ARS §15-913.01. Money for this contract comes from special education State allocated funding and will not affect the overall budget.

BOS Meeting Date Requested: July 27, 2021

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PRE-AGENDA ITEM REVIEW

Legal Review:

---

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Signature:

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Finance Review:

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Signature:

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Human Resources Review:

---

---

Signature:

---

Other Review:

---

---

Signature:

---

Reviews completed, item approved for Agenda. Board Clerk's Initials \_\_\_\_\_

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**APACHE COUNTY SCHOOL SUPERINTENDENT'S OFFICE  
PROFESSIONAL SERVICES CONTRACT**

**CONTRACTOR NAME:** Elizabeth Moore\_\_\_\_\_

**ADDRESS:** \_\_\_\_\_P.O. Box 625, St. Johns, AZ 85936 \_\_\_\_\_

This Professional Services Contract is between the Apache County School Superintendent's Office (Superintendent's Office) and Elizabeth Moore, P.O. Box 625, St. Johns, AZ 85936 (Contractor).

**REPRESENTATIONS**

WHEREAS, pursuant to A.R.S. § 15-913.01, the County School Superintendent is responsible for educating (1) all inmates in the County Jail who are under the age of eighteen, and (2) inmates with disabilities who are between the ages of eighteen and twenty-one; and

WHEREAS, inmates must be evaluated according to A.R.S. § 15-766 to determine whether the inmate has a qualifying disability and to implement an individualized education plan (IEP); and

WHEREAS, Contractor is certified as a teacher by the Arizona Department of Education with a Special Education Endorsement and has over a decade of experience in education with extensive experience developing IEPs and educating students with disabilities; and

WHEREAS, the Superintendent's Office and Contractor desire that this Contract govern the terms and conditions under which the Contractor will provide services to and for the Superintendent's Office;

NOW THEREFORE, in consideration of the foregoing representations, and other good and valuable consideration, the Parties hereby agree as follows:

**AGREEMENT**

**1. TERM**

The term of this Contract shall begin on August 1, 2021 and continue through June 30, 2022. Following the initial term, this Contract will be renewed for three (3) additional annual terms unless terminated by one of the parties.

## **2. SCOPE OF WORK**

Subject to the terms and conditions of this Contract, the Contractor agrees to provide the following services to and for the Superintendent's Office via telework, distance commuting or in-person instruction to assist and guide the Superintendent's Office in complying with its statutorily required education services to qualified inmates in the Apache County Jail. Under the direction of the Superintendent, Contractor will evaluate inmates and provide educational instruction to qualified inmates according to state law requirements. Contractor will provide all necessary personnel, supplies, materials and equipment necessary to perform services under this contract.

## **3. INDEPENDENT CONTRACTOR**

Contractor and the Superintendent's Office understand and acknowledge that the Contractor is an independent contractor and neither the Contractor, nor any staff utilized under this Contract, are employees of Apache County. The benefits to which the Contractor, and her staff, are entitled are limited to those expressly set forth in this contract. No other rights or benefits are conferred upon the Contractor, or staff, by this or any other contract, or policy, including the Apache County Personnel Policies and Procedures. No agency, employment, partnership or joint venture is intended to be created by this Contract. Neither the Contractor nor the Superintendent's Office will take any action or position that is inconsistent with those descriptions of the relationship.

Contractor is responsible for all state and federal tax filing requirements, insurance and workers compensation coverage, as well as any other state or federal requirements that may apply to an independent contractor. The Superintendent's Office is not responsible for payment of any payroll, F.I.C.A., or Federal, State or Tribal taxes due as a result of any compensation paid to the Contractor by the Superintendent's Office for the services provided under this Contract. The Contractor further agrees that it will indemnify, defend, and hold harmless the Superintendent's Office for any claims made by any taxing or employment benefits authority for any tax or benefit payments not made to or on behalf of the Contractor for services under this Contract.

## **4. COMPENSATION**

The Superintendent's Office shall compensate the Contractor for services at an annual base compensation of \$7,000. In addition to Contractor's base compensation, Contractor will be paid at a rate of twenty-five (\$25) dollars an hour when providing individualized instruction to qualified inmates in accordance with this Contract. The total annual compensation to be paid

under this contract shall not exceed \$10,000.00 (Ten Thousand) dollars during the term of this contract.

## **5. INVOICE SUBMISSION**

The Contractor shall provide an original itemized invoice and activity report to the Superintendent's Office, by regular mail (and hand delivery if desired) by at least the fifth day of every preceding month for which services are provided. Each invoice shall contain the following information: (1) the Contractor's name, (2) address, (3) invoice date, (4) a brief description of services being billed; and, (5) the dates of service and hours/time spent

## **6. CONFIDENTIALITY**

The Contractor acknowledges that in the course of performing the services described herein, the Contractor, and staff, may receive information or materials from the Superintendent's Office, Sheriff's Office, and Apache County Jail, which are proprietary and confidential. The Contractor, and staff, agree to keep that information confidential and not disclose any such information to any third party without the express, prior, written authorization of the Superintendent's Office, Sheriff's Office, and Apache County Jail..

All files, records, reports, financial information, documents and similar items relating to the business of the Superintendent's Office, whether prepared by the Contractor or otherwise coming into possession, shall remain the exclusive property of the Superintendent's Office and shall not be removed from the premises of the Superintendent's Office under any circumstances whatsoever without the prior written consent of the Superintendent's Office. Nor shall such files, records or other items be copied, assigned or transferred to any individual without the written consent of the Superintendent's Office.

When working in Apache County and the Superintendent Office facilities, Contractor staff are considered members of the Superintendent's Office workforce under the terms of this contract, and will comply with all applicable provisions of the personnel policy, as amended and implementing regulations, and confidentiality policies and procedures, and applicable provisions of the Privacy Act.

## **7. GOVERNING LAW AND RESOLUTION OF DISPUTES AND CLAIMS**

This Contract shall be governed by and construed in accordance with the laws of the state of Arizona. Any controversy or claim arising out of, or relating to this Contract, or the making, performance or interpretation thereof, shall be settled by Apache County's administrative processes, then binding arbitration as a last resort.

## **8. EFFECT OF DISPUTE PROCEDURES**

Nothing in the Governing Law and Resolution of Disputes and Claims clause, set out in paragraph 7 or any other provision in this Contract shall be construed to impose a duty on the Superintendent's Office to waive or diminish any protection the Superintendent's Office may have under the laws of the state of Arizona, nor shall this dispute resolution process or any part of this contract be construed to imply any liability on the part of the Superintendent's Office for any failure to consider all contract disputes fairly, accurately or honestly. Notwithstanding anything to the contrary contained herein, no provision of this Contract shall limit, reduce, or waive any legal redress Contractor may otherwise have available to collect monies due under the Contract.

## **9. INSURANCE, LIABILITY & INDEMNIFICATION**

Each party shall obtain and maintain such liability insurance as is reasonable and prudent, and as required by law. Each party is responsible for its own negligence, torts, and other liability as it may incur under this Contract.

Each party agrees to indemnify and hold harmless the other party, its directors, officers, employees and agents from and against any and all claims, actions, liabilities or damages incurred directly as a result of any act or omission arising out of services provided under this Contract. The Superintendent's Office duty to indemnify is limited to the extent liability for any act or omission of the Superintendent's Office, its staff or agents, is not covered by the Federal Tort Claims Act (FTCA) or other policies of insurance. Nothing contained herein shall be deemed as a waiver of the Superintendent's Office right to assert that a claim is covered by the FTCA.

## **10. AMENDMENT OF CONTRACT**

The Contract may be amended in writing at any time by mutual agreement of the parties. In addition, this Contract shall be periodically reviewed by the Superintendent's Office to determine if a continuing need exists for the services provided hereunder. Any amendment or revision to this Contract shall be evidenced by a written amendment to this Contract, a revised Contract modifying this Contract, or by the issuance of a superseding Contract. No amendment or revision of this Contract shall affect any Delivery/Task Orders entered into between the parties in which this Contract has been incorporated by reference. No such amendment shall have retroactive effect unless mutually agreed to in writing by the parties.

## **11. ATTORNEY FEES AND FORUM SELECTION**

In the event of any dispute between the parties resulting in litigation, the prevailing party shall be entitled to reasonable attorney fees and expenses and collection costs. All disputes, actions and claims arising from or related to this contract shall be subject to the exclusive jurisdiction of Apache County and the state of Arizona courts.

## **12. TERMINATION**

Either party may terminate this Contract, with or without cause, by giving thirty (30) days written notice to the other party (as required by this contract). The Contractor shall receive such compensation as is reasonably due for work completed before the date of termination; no compensation beyond that amount shall be due.

At the termination of the Contract, Contractor shall provide the Superintendent's Office with all documents, records, and other materials and supplies belonging to the Superintendent's Office, which are in the Contractor's possession.

## **13. NOTICE**

Any notice by either party to the other shall be personally delivered to the party or sent by overnight delivery service (i.e., Federal Express, Express Mail, UPS, etc.) or by certified mail, return receipt requested, to the address set forth herein for that party, or to such other addresses as any party may from time to time specify in writing and delivered pursuant to this paragraph.

Notice sent by mail as herein provided shall be deemed given on the first day following the day postmarked unless the first day falls on a Sunday or a legal holiday, in which case notice will be deemed given on the next business day.

For Apache County Attorney's Office:

The Apache County School Superintendent's Office

ATTN: Joy Whiting; M.S., County School Superintendent  
P.O. Box 548  
St. Johns, AZ 85936

For the Contractor:  
Elizabeth Moore \_\_\_\_\_  
P.O. Box 625  
St. Johns, AZ 85936

#### **14. THIRD PARTIES**

This Contract does not convey rights to any third parties.

#### **15. CERTAIN EVENTS**

Neither party will be deemed in breach of this Contract if its failure to perform under this Contract is caused by conditions beyond its reasonable control (for example, fire, natural disaster, labor strikes, etc.).

#### **16. MISCELLANEOUS**

Assignment. There shall be no assignment of this Contract or any rights hereunder, without prior, express, written approval of both parties.

Entire Agreement. This Contract contains the entire agreement between the parties and supersedes all offers, negotiations and prior agreements, written or oral, concerning the subject matter contained herein. There are no representations or understandings of any kind not set forth herein.

Severability. Should any part of this Contract be declared invalid, illegal, or unenforceable for any reason by a court of competent jurisdiction, such invalidation shall not affect the validity of the remaining provisions hereof, which remaining portion shall continue in full force and effect. The unenforceability, invalidity, or illegality of any provision of this Contract does not render any other provisions unenforceable, invalid, or illegal.

Authorized Signatory. Each party signing this Contract certifies that he/she is authorized to do so and to fully bind the party for which he/she is signing to the terms contained herein.

#### **17. DUPLICATE ORIGINALS**

Two duplicate originals of this Contract are being signed, either of which may serve as the original Contract, but which together will constitute the same Contract.

**IN WITNESS WHEREOF, we have signed this Contract on the date(s) set forth below.**

**CONTRACTOR**

---

Elizabeth Moore, Contractor

Date

**APACHE COUNTY BOARD CHAIRMAN**

---

CHAIRMAN; Apache County Board of Supervisors

Date

**APACHE COUNTY SCHOOL SUPERINTENDENT**

---

Joy Whiting; M.S., County School Superintendent

Date

**APACHE COUNTY ATTORNEY'S OFFICE (Reviewed as to form)**

---

County Attorney or Designee,  
Apache County Attorney's Office

Date

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Apache County Sheriff's Office

Date/Signature:

*[Signature]* 42 6/28/2021

Describe in detail what you want to say to the Board and what action you want the Board to take:

Sheriff's Office requests approval of Agreement DC-22-001 between Arizona Criminal Justice Commission and the Apache County Sheriffs Office for the Drug, Gang and Violent Crime Control Grant Agreement in the amount of \$233,455.05. This grant requires a 25% match that will be paid utilizing RICO Funds.

BOS Meeting Date Requested 7/27/21

PRE-AGENDA ITEM REVIEW

Review Routing /X /Legal / X /Finance / /Purchasing / /Human Resource / /Other:

Legal Review: Grant Agreement is signed by Joe Young

Signature:

*[Signature]*

Finance Review: See attached email

Signature:

*[Signature]*

Human Resources Review:

Signature:

Other Review:

Signature:

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials



# Arizona Criminal Justice Commission

Jun 04, 2021

*Chairperson*

SHEILA POLK  
Yavapai County Attorney

*Vice-Chairperson*

STEVE STAHL, Chief  
Law Enforcement Leader  
City of Maricopa Police Department

ALLISTER ADEL  
Maricopa County Attorney

MARK BRNOVICH  
Attorney General

DAVID K. BYERS, Director  
Administrative Office of the Courts

LAURA CONOVER  
Pima County Attorney

GREG MENGARELLI  
City of Prescott

HESTON SILBERT, Director  
Department of Public Safety

CHRIS NANOS  
Pima County Sheriff

PAUL PENZONE  
Maricopa County Sheriff

DAVID SANDERS  
Pima County Chief Probation Officer

DAVID SHINN, Director  
Department of Corrections

MINA MENDEZ, Chairperson  
Board of Executive Clemency

VACANT  
County Supervisor

VACANT  
Former Judge

VACANT  
Sheriff

VACANT  
Chief

VACANT  
Chief

VACANT  
Chief

*Executive Director*  
Andrew T. LeFevre

1110 West Washington, Suite 230  
Phoenix, Arizona 85007  
PHONE: (602) 364-1148  
FAX: (602) 364-1175  
[www.azcjc.gov](http://www.azcjc.gov)

Attn: Jeff E. Soderquist, Commander  
Apache County Sheriff's Office  
PO BOX 518  
St. Johns, AZ 85936

RE: Drug, Gang, and Violent Crime Control (DGVCC) FY22 CYCLE 35 Award,  
DC-22-001

Dear Jeff E. Soderquist,

On behalf of the Arizona Criminal Justice Commission, it is my pleasure to inform you that your agency's application has been approved for funding under the FY22 CYCLE 35 Drug, Gang, and Violent Crime Control Program.

Paragraphs six and seven of the enclosed agreement provide the amount of funding awarded to your agency and the specific positions that have been funded. Below, please find additional information that will assist in the administration of your agency's grant award.

**Grant Agreement and Other Required Documents:** Please review the grantee agreement and accompanying instructions as revisions or new requirements may have been included. Please follow the directions outlined in the Grant Agreement instructions, as well as instructions received in DocuSign to execute the contract in its entirety with electronic authorized signatures. Agreements not returned within 90 days of the award date with authorized signatures may be canceled. Additionally, please refer to the Special Conditions section of the grant agreement for a listing of other required documents, as applicable.

**Administrative and Financial Requirements:** In addition to applicable uniform administrative requirements and cost principles, award recipients are required to adhere to grant specific program requirements as defined in the grant agreement.

**Reporting:** Activity and financial reports are required for this grant and the reporting schedules are contained in the agreement. Financial Reporting can be accessed at: <https://grantsportal.azcjc.gov/>. Activity reporting can be accessed at: <https://azcjereporting.azcjc.gov/>.

**Office of Civil Rights Requirements:** Annual Completion of Civil Rights Training is required for this grant. Grantees must contact the Grant Coordinator to obtain registration to access the training. If applicable, agencies awarded must complete an EEOC plan and submit it to the Office of Civil Rights, Office of Justice Programs. Link to helpful EEOC information: <https://ojp.gov/about/offices/ocr.htm>.

If you have any questions, please contact Siyeni Yitbarek at [siyitbarek@azcjc.gov](mailto:siyitbarek@azcjc.gov) or 602.364.1163. Our office looks forward to the continued partnership.

Sincerely,

Tony Vidale, Deputy Director  
Drug, Gang, and Violent Crime Control Program

## **Drug, Gang, and Violent Crime Control (DGVCC) Grant Program**

### **Grant Agreement DocuSign Instructions**

Upon receipt of your FY22 Cycle 35 DGVCC Grant Agreement through DocuSign, it is imperative to review the following information outlined in the grant agreement document to ensure that all agency information is correct and that your agency is able to accept and comply with all terms and conditions of the contract. *PLEASE NOTIFY ACJC IF YOUR AGENCY CONTACT(S) DOES NOT RECEIVE A DOCUSIGN EMAIL TO COMPLETE THE EXECUTION OF YOUR GRANT AGREEMENT THIS MAY BE DUE TO INTERNAL EMAIL OR FIREWALL SECURITY SETTINGS.*

- Please make sure to check your "JUNK MAIL" for the DocuSign Email containing the grant agreement to be executed. Designated signatories **MUST** use the email sent to them directly and not a copied email forwarded from another person/source.
- Grant Agreement (Please review the entire document and the instructions below)
- Approved line-item program budget
  - Positions, Supplies, Equipment, Services, etc., approved for funding
  - Report due dates and submission instructions- PLEASE REVIEW CAREFULLY AS THESE INSTRUCTIONS AND DOCUMENTS HAVE CHANGED FOR FY22 CYCLE 35
- Special Condition(s) Page
- Authorized signature page\*\*

\*\*In order to reduce paper use and to save processing time, ACJC has moved to an electronic signature process for grant agreements through DocuSign. Using an electronic signature process will allow for faster execution of grant agreements and, ultimately, getting funding to grant recipients earlier. As a grantee, you are not required to sign-up for the DocuSign service, only to utilize it in executing the DGVCC FY 22 Cycle 35 grant agreement document. Using the DocuSign service will allow ACJC to be more efficient and streamline our grant agreement process.

**The steps for processing grant agreements through DocuSign are simple:**

**-The PROJECT OFFICIAL will receive an email from ACJC through the DocuSign system. The PROJECT OFFICIAL can download grant agreement documents (if necessary) to process the Agreement through the usual approval process used by your agency's policy, such as running the Agreement through the chain of command or getting approval from the Board of Supervisors or City Council.\*\***

**-Once approved by the board or council, the PROJECT OFFICIAL will go back to the DocuSign link, click on it, and type in the name and email of the Authorized Signatory- (EX: agency head or designee, Board of Supervisor Chair, or Mayor, followed by the**

**Legal Counsel.\*\*)**

*\*\*Please note these steps/signatures are only necessary if your agency's internal policies require it in order to accept the conditions of an award or contract. Please provide a written (or emailed) notification to ACJC if one more more signature listed above is not required by your agency, or if an additional signature of approval/attestation must be added.*

**-The document will be electronically routed to those identified by the Project Official for their signatures. Upon all grantee signatures, the document will be sent automatically to the ACJC Executive Director for signature. Once all parties have signed the Agreement, copies will be sent to the Project Official and all signatories. We then have an executed grant agreement and can begin processing finance reports.**

To help expedite your agency's receipt of grant funds, please review the grant agreement and then forward it to the appropriate approval authority for execution. Funds cannot be disbursed to your agency until the Agreement is properly and fully executed.

Your agency is the GRANTEE for the purpose of this grant agreement. On the signature page, under the heading FOR GRANTEE, there are three (3) lines that must be completed (Non-Profit does not need Legal Council approval).

A. The first line is the signature of the individual **authorized to make agreements** for your governmental subdivision.

1. For County Offices, the Chairman of the County Board of Supervisors **must** sign the grant agreement. If someone other than the Chairman is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Board's rules require an attestation or certification of the signature by the Clerk of the Board, the agency **MUST** notify ACJC to add into DocuSign on the grant agreements the signature page.

2. For City Offices, the Mayor or the City Manager must sign the grant agreement. If someone other than the Mayor or City Manager is designated to sign agreements, please enclose a copy of the resolution authorizing this. If the Council rules require an attestation or certification of the signature by the Clerk, the agency **MUST** notify ACJC to add into DocuSign on the grant agreements the signature page.

3. A signed copy of the Board of Supervisors or City Council's approved agenda item or resolution listing this grant agreement must be returned to the Criminal Justice Commission.

4. For State Agencies, the Director or Chief Executive Officer of the Agency must sign the grant agreement where indicated.

5. For Non-Profit Agencies, the Executive Director or Chairman of the Board must

sign the Agreement where indicated.

B. The line requesting the signature of the *Legal counsel for GRANTEE* should be signed by the Deputy County Attorney or Assistant Attorney General who provides legal counsel to the governing body. This individual is approving the Agreement as to form and attesting to the legal authority of the governing body to perform the agreement activities. State Agencies should check if this is required by their legal counsel. This field is not required for non-profit organizations.

C. The final line under FOR GRANTEE refers to the Arizona Revised Statute that gives the governing body legal authority to perform the agreement activities.

### Steps to sign a DocuSign Document

DocuSign is an electronic document service that allows parties to an agreement to review a document and apply an e-signature to that document. DocuSign is a safe and secure way to electronically send and sign documents. You do not need the DocuSign service to sign a document. Please check your "JUNK MAIL" to ensure that the DocuSign email was received.

ACJC will send you a DocuSign email containing a link to your document.

Review the DocuSign email: Open the email and review the message from the sender. Click **REVIEW DOCUMENT** to begin the signing process.

Agree to sign electronically: Review the consumer disclosure, and select the checkbox **I agree to use Electronic Records and Signatures**.

**Important!** To view and sign the documents, you must agree to conduct business electronically.

**Note:** To view additional options, click the **OTHER ACTIONS** button on the right side of the page. Other Actions are options such as Decline to Sign if you want to decline to sign the document or Assign to Someone Else if you are not the appropriate person to sign the document.

Click **CONTINUE** to begin the signing process.

Start the signing process:

Click the **START** tag on the left to begin the signing process. You are taken to the first tag requiring your action.

Click the **SIGN** tag. If this is the first time you are using DocuSign, You are asked to Adopt Your Signature.

*To Adopt your initials and signature:*

To adopt your initials and signature, verify that your name and initials are correct. If not, change them as needed. Click on Choose Change Style to see a variety of signature and initial styles.

You can also choose to draw your own signature and initials or upload a signature and initials

Once you have made your choice, Click **ADOPT AND SIGN** to adopt and save your signature information and return to the document.

*Sign the document:*

After reviewing the document you are now ready to sign the document. Click on all of the signature tags to place your initials or signature on the document. If you miss one and try to submit, you will be taken to the tags that still require a signature or initials.

For any red boxes in the document, type in the relevant information, such as your title.

*Confirm signing:*

When you finish clicking all signature tags in the document, confirm signing by clicking **FINISH**. A message appears stating that you have completed your document. You can now download a PDF copy or print a copy of the document. The sender receives an email with the signed document attached, and the signed document appears in their DocuSign account.

*Sign up for a DocuSign account:*

After signing the document and clicking the Finish button you will get a message offering to Sign up for a DocuSign account and save the document in your own account. You do not need to sign up for an account. A DocuSign account allows you to save all documents in an account. Keep in mind that after all parties have signed the document you will receive a pdf copy of the agreement. If you do not desire a DocuSign account just choose No Thanks.

**Finish**

This completes the process to sign a DocuSign document. If you have any questions, concerns, or problems with the DocuSign e-signature process, please contact your ACJC grant coordinator.

If you have any questions, please feel free to contact Siyeni Yitbarek at (602) 364-1163 or Ashley Mully at 602-364-1172 or email us at [dcadmin@azcjc.gov](mailto:dcadmin@azcjc.gov) for clarification.



ARIZONA CRIMINAL JUSTICE COMMISSION  
DRUG, GANG, AND VIOLENT CRIME CONTROL  
GRANT AGREEMENT

ACJC Grant Number DC-22-001

Catalog of Federal Domestic Assistance (CFDA) Number 16.738

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The following information is provided pursuant to 2 §C.F.R. 200.331(a)(1):

Grantee Name: Apache County Sheriff's Office

Grantee's DUNS Number: 170320027

Grantee Period of Performance Start and End Date: 07/01/2021 to 06/30/2022

Amount of Federal Funds Obligated by this Agreement: \$77,040.17

Total Amount of Federal Funds Obligated to the Grantee: \$77,040.17

Indirect Cost Rate used by the Grantee under this Agreement: 0%

CFDA Number and Name: 16.738 - Edward Byrne Memorial Justice Assistance Grant (JAG) Program

Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs

Total Amount of the Federal Award in this Agreement: \$3,493,965.00

Federal Award Identification Number (FAIN): BJA-2020-17276

Federal Award Date: 09/17/2020

Federal Award Project Description:

In general, JAG funds awarded to a state under this FY2022 solicitation may be used to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice, including for any one or more of the following:

- Law enforcement programs
- Prosecution and court programs
- Prevention and education programs
- Corrections and community corrections programs
- Drug treatment and enforcement programs
- Planning, evaluation, and technology improvement programs
- Crime victim and witness programs (other than compensation)
- Mental health programs and related law enforcement and corrections programs

Name of Pass-Through Entity: Arizona Criminal Justice Commission

Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street, Suite 230, Phoenix, AZ, 85007

Identification of Whether the Award is Research and Development: No

Indirect Cost Rate for the Federal Award: 0%

This Grant Agreement is made this 4th day of June, 2021 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through APACHE COUNTY SHERIFF'S OFFICE hereinafter called GRANTEE. The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 01, 2021 and terminate on June 30, 2022. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty(60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty(30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Attn: Program Manager  
Arizona Criminal Justice Commission  
1110 W Washington St., Ste 230  
Phoenix, Arizona 85007

B. If to the GRANTEE:

Attn: Commander, Jeff E. Soderquist  
Apache County Sheriff's Office  
PO BOX 518  
St. Johns, AZ 85936

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

### APPROVED LINE ITEM PROGRAM BUDGET

PERSONAL SERVICES	
Salaries	\$81,734.30
Fringe Benefits*	\$72,228.61
OVERTIME	
Wages	\$0.00
Fringe Benefits*	\$0.00
PROFESSIONAL CONSULTANT & CONTRACTUAL SERVICES	
Wages	\$42,200.00
Fringe Benefits*	\$37,292.14
TRAVEL EXPENSES	
In-State Travel	\$0.00
Out-of-State Travel	\$0.00
EQUIPMENT	
Capital	\$0.00
Non-Capital	\$0.00
OPERATING EXPENSES	
Supplies	\$0.00
Registration/Training	\$0.00
Other Operating Expenses	\$0.00
Confidential Funds	\$0.00
Additional Expenses	\$0.00
TOTAL BUDGET	\$233,455.05

\*Reference the ACJC manuals for definition of approved fringe benefit.

POSITIONS FUNDED: Commander, Apache County Sheriff's Office (1), Task Force Detective (0.25)

EQUIPMENT FUNDED:

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$77,040.17 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$98,051.12 in State Funds. If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$58,363.76.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment (GA) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through (4) *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program [Link: e-CFR Navigation Aid at http://www.ecfr.gov/cgi-bin/ECFR?page=browse](http://www.ecfr.gov/cgi-bin/ECFR?page=browse).

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

### ACTIVITY REPORTS

Report Period	Due Date
July 1st to September 30th	October 15th
October 1st to December 31st	January 15th
January 1st to March 31st	April 15th
April 1st to June 30th	July 15th

### FINANCIAL REPORTS

Report Period	Due Date
July 1st to July 31st	August 25th
August 1st to August 31st	September 25th
September 1st to September 30th	October 25th
October 1st to October 31st	November 25th
November 1st to November 30th	December 25th
December 1st to December 31st	January 25th
January 1st to January 31st	February 25th
February 1st to February 28/29th	March 25th
March 1st to March 31st	April 25th
April 1st to April 30th	May 25th
May 1st to May 31st	June 25th
June 1st to June 30th	July 25th

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. Link: [OJP Financial Guide](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf) at [https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf).

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide).

31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.

III. The arbitration shall be conducted in Maricopa County.

IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded within 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- I. In accepting this award, the GRANTEE--
- a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
  - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
- II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--
- a. it represents that--
    - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
    - (2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and
  - b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.
40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.
41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F 200.500) and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed. **Link:** *Audit Requirements for OJP Awards* at <https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>.
42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide. **Link:** *2 C.F.R. Part 200 for OJP Awards* at <https://ojp.gov/funding/Part200UniformRequirements.htm>.
43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the *Consolidated Appropriations Act, 2018* at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm>.

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. Link: *System for Award Management* at <https://www.sam.gov/SAM/>.

47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees. Link: *OJP Training Guide Principles for Grantees and Subgrantees* at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No BJA-2020-17276 awarded by the Department of Justice, Office of Justice Programs, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 1022B(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

54. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website: [Link: Limited English Proficiency A Federal Interagency at http://www.LEP.gov](http://www.LEP.gov).

55. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith - Based and Other Neighborhood Organizations"(the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. [Link: https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.html#NDPFaith](https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.html#NDPFaith).

56. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

57. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf).

58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

59. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION (see 28 CFR 42.204(c), .205(c)(5)).

60. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days. Link: <http://www.azajc.gov/grants>.

61. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

62. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines. Link: <http://niem.github.io/reference/specifications/>.

63. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition).

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

64. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

65. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

66. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

67. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

68. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

69. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

70. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401.

71. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

72. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

73. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

74. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

75. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

76. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging of pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

77. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

78. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

79. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

80. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

81. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

82. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

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ARIZONA CRIMINAL JUSTICE COMMISSION  
DRUG, GANG, AND VIOLENT CRIME CONTROL  
GRANT AGREEMENT CONTINUATION SHEET  
SPECIAL CONDITION(S)

ACJC Grant Number DC-22-001

1. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.
2. GRANTEE agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.
3. GRANTEE agrees to comply with all confidentiality requirements of 34 U.S.C. and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. GRANTEE further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.
4. GRANTEE ensures that it uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriated certifying bodies.
5. Absent prior express written approval from the COMMISSION, rates for any lodging charged to the grant may not exceed the posted GSA rate for the location. If the GRANTEE opts to obtain lodging at a higher rate, the cost differential, including associated taxes may not be charged to the award.
6. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
7. GRANTEE acknowledges that OJP has the right to (1) obtain, reproduce, publish, or otherwise use the data first produced under an award or subaward; and (2) authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes. "Data" includes data as defined in Federal Acquisition Regulation (FAR) provision 52.227-14 (Rights in Data - General).
8. GRANTEE must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to COMMISSION in the manner(including within the timeframes) specified by COMMISSION in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act(GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.
9. GRANTEE understands and agrees that program income earned during the award period and expenditures from program income must be reported quarterly with a final report. These funds are subject to audit. Program income that is earned during the final sixty (60) days of the award period, if appropriate, must be obligated and expended for permissible uses during the sixty-day (60-day) period following the award period. Any program income that is earned, but not obligated or expended within sixty (60) days of the end of the award period must be returned to the COMMISSION.

## SPECIAL CONDITION(S) (Continued):

10. GRANTEE agrees that within 120 days of award, for any law enforcement task force funded with these funds, the task force commander, agency executive, task force officers and other task force members of equivalent rank, will complete required online (internet-based) task force training to be provided free of charge through BJA's Center for Task Force Integrity and Leadership ([www.ctfi.org](http://www.ctfi.org)). Task force members need only take the training once every four years. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement. GRANTEE will compile and maintain a task force personnel roster and course completion certificates.

11. Quarterly performance metrics reports must be submitted through BJA's Performance Measurement Tool (PMT) website (<https://ojpss.ojp.gov/>.) For more detailed information on reporting and other JAG requirements, refer to the AJG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

12. Any law enforcement agency receiving direct or sub-awarded JAG funding must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

13. GRANTEE must submit the following documents within 45 days of award. Failure to submit the documents will result in a hold of grant funding. Documents may be accessed and submitted through the GRANTEE's Grants Portal "Attachment" section.

- a. ACJC Subgrantee Self-Assessment Questionnaire can be completed in the ACJC Grants Portal at: <https://grantsportal.azcjc.gov>.
- b. Benchmark Worksheet can be submitted through: <http://acjcreporting.azcjc.gov>.
- c. For any agency that is eligible to receive income as a result of grant-funded activities, it must complete the ACJC Program Income Worksheet. The worksheet may be filled out at: <https://grantsportal.azcjc.gov>.
- d. Certifications and Assurances by the Chief Executive of the Applicant Government. Failure to submit the certification will result in a hold of Federal funds. Certification can be obtained at: <https://www.bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/fy-20-local-jag-de-certification.pdf>.

14. GRANTEE assures if they are a state agency that the State Information Technology Point of Contact receive written notification regarding any information technology project funded by this grant. GRANTEE agrees to keep on file documentation showing that it has met this requirement.

15. GRANTEE agrees and understands that funded activities may require the preparation of an Environmental Assessment (EA) as defined by the Council of Environmental Quality's Regulations for implementing the Procedural Provisions of the National Environmental Policy Act (NEPA), found at 40 CFR Part 1500.

16. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. The GRANTEE agrees and understands that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The GRANTEE further understands and agrees to requirements for implementation of a Mitigation Plan, as detailed at <https://www.bja.gov/Funding/nepa.html> for programs relating to methamphetamine laboratory operations.

17. GRANTEE agrees that any information technology system developed or supported by funds will comply with 28 CFR Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation be applicable. Should OJP determine 28 CFR Part 23 to be applicable, OJP may at its discretion, perform audits of the system, as per 28 CFR 23.20(g). Should any violation of 28 CFR Part 23 occur, GRANTEE may be fined as per 42 USC 3789g(c)-(d). GRANTEE may not satisfy such a fine with federal funds.

18. GRANTEE agrees that no JAG funds may be expended on unmanned aircraft, unmanned aircraft systems, or aerial vehicles (US, UAS, or UAV) without prior express written approval from Commission.

## SPECIAL CONDITION(S) (Continued):

19. If JAG Program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ DNA Backlog Reduction Program, available at [www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx](http://www.nij.gov/topics/forensics/lab-operations/evidence-backlogs/Pages/backlog-reduction-program.aspx).

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

20. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Failure to comply with any or more of these award requirements-whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs ("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold funds, disallow costs, or suspend or terminate the award. The Department of Justice ("DOJ"), including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

21. If the recipient is designated "high risk" by a federal grant-making agency currently or at anytime during the period of performance under this award, the GRANTEE must disclose that fact and certain related information to the COMMISSION by e-mail at [dcadmin@azcjc.gov](mailto:dcadmin@azcjc.gov). For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the GRANTEE'S past performance, or other programmatic or financial concerns with the GRANTEE. The GRANTEE'S disclosure must include the following: 1. The federal awarding agency that currently designates the GRANTEE high risk, 2. The date the GRANTEE was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and e-mail address), and 4. The reasons for the high-risk status as set out by the federal awarding agency.

22. Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the GRANTEE uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Criminal Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information or other records that are "eligible records" (under federal or State law) relevant to the NICS, the GRANTEE must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records". In the event of minor and transitory non-compliance, the GRANTEE may submit evidence to demonstrate diligent monitoring of compliance with this condition. COMMISSION will give great weight to any such evidence in any express written determination regarding this condition.

SPECIAL CONDITION(S) (Continued):

23. GRANTEE acknowledges JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

24. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130) The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach

Authorized Official Initials: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

**FOR GRANTEE:**

\_\_\_\_\_  
Authorized Signatory Date

\_\_\_\_\_  
Printed Name & Title

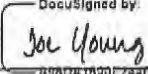
\_\_\_\_\_  
Additional signature(s) if required by political subdivision Date

\_\_\_\_\_  
Printed Name & Title

ATTEST:  
\_\_\_\_\_  
Clerk Date

**Note:** If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e., county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the Commission with the signed Agreement.

**Approved as to form and authority to enter into Agreement (Excluding non-profits):**

DocuSigned by:  
 6/18/2021  
\_\_\_\_\_  
Legal Counsel for GRANTEE Date  
Joe Young Chief Deputy County Attorney  
\_\_\_\_\_  
Printed Name & Title

**Statutory or other legal authority to enter into Agreement (Excluding non-profits):**

A.R.S. 11-251  
\_\_\_\_\_  
Appropriate A.R.S., Ordinance, or Charter Reference

**FOR CRIMINAL JUSTICE COMMISSION:**

\_\_\_\_\_  
Andrew T. LeFevre, Executive Director Date  
Arizona Criminal Justice Commission



**ARIZONA CRIMINAL JUSTICE COMMISSION  
GRANT AGREEMENT**

**INSURANCE REQUIREMENTS  
EXHIBIT "A"**

**Insurance Requirements for Governmental Parties to a Grant Agreement:**

None.

**Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:**

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)*  
 The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

Exhibit "A" Page 2

**3. Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements:**

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

**Notice of Cancellation:**

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

**Acceptability of Insurers:**

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

**Verification of Coverage:**

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Exhibit "A" Page 3

**Subcontractors:**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**Approval and Modifications:**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions:**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

END OF GRANT AGREEMENT DOCUMENTS

**Certificate Of Completion**

Envelope Id: 271E97D4A9814D46ABB3BD2F3E8C46D5

Status: Sent

Subject: Please DocuSign: FY 2022 Drug Program Grant Agreement, DGVCC Grant Agreement Instructions

Source Envelope:

Document Pages: 27

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Siyeni Yitbarek

AutoNav: Enabled

syitbarek@azcjc.gov

EnvelopeId Stamping: Enabled

IP Address: 208.67.239.180

Time Zone: (UTC-07:00) Arizona

**Record Tracking**

Status: Original

Holder: Siyeni Yitbarek

Location: DocuSign

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syitbarek@azcjc.gov

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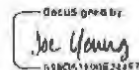
**Signer Events**

Joe Young

**Signature**

**Timestamp**

jyoung@apachelaw.net



Sent: 6/11/2021 11:34:19 AM

Chief Deputy County Attorney

Viewed: 6/18/2021 10:04:30 AM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Signed: 6/18/2021 10:04:56 AM

Using IP Address: 64.18.59.65

**Electronic Record and Signature Disclosure:**

Accepted: 6/18/2021 10:04:30 AM

ID: 3418bf3e-f0ec-45eb-891e-698b3ecb6eed

Company Name: Arizona Criminal Justice Commission

Jeff Soderquist

Sent: 6/18/2021 10:05:01 AM

jsoderquist@co.apache.az.us

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Accepted: 6/11/2021 6:49:06 AM

ID: 98dcae0b-1135-408a-a436-c09f6a52196d

Company Name: Arizona Criminal Justice Commission

Andrew LeFevre

alefevre@azcjc.gov

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

Jeff E Soderquist



Sent: 6/4/2021 4:52:48 PM

jsoderquist@co.apache.az.us

Viewed: 6/11/2021 6:49:06 AM

Security Level: Email, Account Authentication (None)

Completed: 6/11/2021 11:34:18 AM

Using IP Address: 174.205.142.145

Completed using mobile

**Electronic Record and Signature Disclosure:**

Accepted: 6/11/2021 6:49:06 AM

ID: 98dcae0b-1135-408a-a436-c09f6a52196d

Company Name: Arizona Criminal Justice Commission

**Intermediary Delivery Events**                      **Status**                      **Timestamp**

**Certified Delivery Events**                      **Status**                      **Timestamp**

**Carbon Copy Events**                      **Status**                      **Timestamp**

Jeff E Soderquist

jsoderquist@co.apache.az.us

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

Accepted: 6/11/2021 6:49:05 AM

ID: 98dcae0b-1135-408a-a436-c09f5a52196d

Company Name: Arizona Criminal Justice Commission

**Witness Events**                      **Signature**                      **Timestamp**

**Notary Events**                      **Signature**                      **Timestamp**

**Envelope Summary Events**                      **Status**                      **Timestamps**

Envelope Sent

Hashed/Encrypted

6/4/2021 4:52:48 PM

**Payment Events**                      **Status**                      **Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Arizona Criminal Justice Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Arizona Criminal Justice Commission:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov)

**To advise Arizona Criminal Justice Commission of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Arizona Criminal Justice Commission**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Arizona Criminal Justice Commission**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Arizona Criminal Justice Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Arizona Criminal Justice Commission during the course of your relationship with Arizona Criminal Justice Commission.

**BOARD OF SUPERVISOR'S AGENDA ITEM REVIEW FORM**

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

Apache County Attorney

Date/Signature: \_\_\_\_\_

Describe in detail what you want to say to the Board and what action you want the Board to take:

County Attorney: Discussion and possible approval of an Arizona Criminal Justice Commission Grant for Crime Victim Compensation FY2022, VC-22-001 in the amount of \$67,080.00 for the period of July 1, 2021 through June 30, 2022.

BOS Meeting Date Requested: July 27, 2021.

**PRE-AGENDA ITEM REVIEW**

Review Routing / /Legal / /Finance / /Purchasing / /Human Resource / /Other: \_\_\_\_\_

Legal Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Purchasing Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature: \_\_\_\_\_

Reviews completed, item approved for Agenda.

Supervisor/Board Clerk's Initials \_\_\_\_\_

**BOARD ACTION TAKEN**

/ /Approved / /Disapproved / /Deleted / /Continued to: \_\_\_\_\_

Signature Clerk of Board \_\_\_\_\_



ARIZONA CRIMINAL JUSTICE COMMISSION  
CRIME VICTIM COMPENSATION PROGRAM  
GRANT AGREEMENT

ACJC Grant Number VC-22-001

Catalog of Federal Domestic Assistance (CFDA) Number 16.576

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The following information is provided pursuant to 2 §C.F.R. 200.331(a)(1):

Grantee Name: Apache County Attorney's Office

Grantee's DUNS Number: 082897786

Grantee Period of Performance Start and End Date: 07/01/2021 to 06/30/2022

Amount of Federal Funds Obligated by this Agreement: \$0.00

Total Amount of Federal Funds Obligated to the Grantee: \$0.00

Indirect Cost Rate used by the Grantee under this Agreement: 0%

CFDA Number and Name: 16.576 - Crime Victim Compensation

Name of Federal Awarding Agency: Department of Justice, Office of Justice Programs

Total Amount of the Federal Award in this Agreement: \$1,467,000.00

Federal Award Identification Number (FAIN): 2020-VI-GX-0043

Federal Award Date: 09/17/2020

Federal Award Project Description:

Funds under this program shall be used by the states for awards of compensation benefits to crime victims. The primary purpose of this grant is to supplement state efforts to provide financial compensation to crime victims for costs resulting from crime, and to encourage victim cooperation and participation in the criminal justice system.

Name of Pass-Through Entity: Arizona Criminal Justice Commission

Contact Information for Pass-Through Entity: Arizona Criminal Justice Commission, 1110 W. Washington Street, Suite 230, Phoenix, AZ, 85007

Identification of Whether the Award is Research and Development: No

Indirect Cost Rate for the Federal Award: 0%

This Grant Agreement is made this 23rd day of June, 2021 by and between the ARIZONA CRIMINAL JUSTICE COMMISSION hereinafter called "COMMISSION" and APACHE COUNTY, through APACHE COUNTY ATTORNEY'S OFFICE hereinafter called GRANTEE. The COMMISSION enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 41-2405 (B)(6), and having satisfied itself as to the qualification of GRANTEE;

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on July 01, 2021 and terminate on June 30, 2022. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the COMMISSION. A request for an extension must be received by the COMMISSION sixty(60) days prior to the end of the award period. The COMMISSION in its sole discretion may approve an extension that furthers the goals and objectives of the program and shall determine the length of any extension.
2. GRANTEE agrees that grant funds will be used in accordance with applicable program rules, guidelines and special conditions.
3. The COMMISSION will monitor GRANTEE performance against program goals and performance standards and those outlined in the grant application. Substandard performance as determined by the COMMISSION will constitute noncompliance with this Agreement. If the COMMISSION finds noncompliance, the GRANTEE will receive a written notice which identifies the area of noncompliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty(30) calendar days to this notice, and does not provide sufficient information concerning the steps which are being taken to correct the problem, the COMMISSION may suspend funding, permanently terminate this Agreement or revoke the grant.
4. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written COMMISSION approval may constitute sufficient reason for the COMMISSION to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
5. This Agreement may be modified only by a written amendment signed by the Executive Director or by persons authorized by the Executive Director on behalf of the COMMISSION and GRANTEE. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the COMMISSION:

Attn: Program Manager  
Arizona Criminal Justice Commission  
1110 W Washington St., Ste 230  
Phoenix, Arizona 85007

B. If to the GRANTEE:

Attn: Chief Deputy County Attorney, Joseph Young  
Apache County Attorney's Office  
PO BOX 637  
St. Johns. AZ 85936

6. For grant awards above \$100,000, GRANTEE may make budget adjustments of up to ten (10) percent of the total grant within any approved budget category excluding equipment. Written approval from the COMMISSION in advance is required if GRANTEE wishes to make adjustments or reprogram in excess of ten (10) percent or if GRANTEE wishes to purchase equipment not previously approved.

For grant awards less than \$100,000, the GRANTEE may make budget adjustments within approved categories excluding equipment as long as there are no changes to the purpose or scope of the project. If GRANTEE wishes to purchase equipment not previously approved, written approval from the COMMISSION in advance is required.

### APPROVED LINE ITEM PROGRAM BUDGET

<b>PERSONAL SERVICES</b>	
Salaries	\$17,056.10
Fringe Benefits*	\$7,143.90
<b>OVERTIME</b>	
Wages	\$0.00
Fringe Benefits*	\$0.00
<b>PROFESSIONAL CONSULTANT &amp; CONTRACTUAL SERVICES</b>	
Wages	\$0.00
Fringe Benefits*	\$0.00
<b>TRAVEL EXPENSES</b>	
In-State Travel	\$0.00
Out-of-State Travel	\$0.00
<b>EQUIPMENT</b>	
Capital	\$0.00
Non-Capital	\$0.00
<b>OPERATING EXPENSES</b>	
Supplies	\$0.00
Registration/Training	\$0.00
State Victim Compensation Benefits	\$42,880.00
Federal Victim Compensation Benefits	\$0.00
<b>TOTAL BUDGET</b>	<b>\$67,080.00</b>

**\*Reference the ACJC manuals for definition of approved fringe benefit.**

POSITIONS FUNDED: Victim Assistant (1)

EQUIPMENT FUNDED:

7. The total to be paid by the COMMISSION under this Agreement shall not exceed \$0.00 in federal funds awarded to the COMMISSION by the U.S. Department of Justice (USDOJ), Office of Justice Programs (OJP) and \$67,080.00 in State Funds. If this grant has a matching requirement, GRANTEE understands that other federal grant funds cannot be used as a match for this grant. The matching amount for this award is \$0.00.

8. Every payment obligation of the COMMISSION under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the COMMISSION. No liability shall accrue to the COMMISSION in the event this provision is exercised, and the COMMISSION shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

9. GRANTEE agrees that if it currently has an active award of federal funds or if it receives any other award of federal funds during the period of performance for this award, and those award funds have been, are being or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, GRANTEE will promptly notify, in writing, the COMMISSION, of the potential of duplication, and if so requested by the COMMISSION, seek a budget modification or change-of-project-scope grant adjustment (GA) to eliminate any inappropriate duplication of funding.

10. GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the COMMISSION. All such documents shall be subject to inspection and audit at reasonable times, including such records of any subgrantee, contractor, or subcontractor. GRANTEE also understands and agrees that USDOJ and the United States General Accounting Office (USGAO) are authorized to interview any officer or employee of the GRANTEE (or of any subgrantee, contractor, or subcontractor) regarding transactions related to this award.

11. GRANTEE agrees that activities funded under this award will be closely coordinated with related activities supported with Office of Justice Programs (OJP), State, local or tribal funds. Grant funds may only be used for the purposes in the GRANTEE's approved application. GRANTEE shall not undertake any work or activities not described in the grant application, including staff, equipment, or other goods or services without prior approval from the COMMISSION.

12. GRANTEE agrees to track, account for, and report on all funds (including specific outcomes and benefits) separately from all other funds for the same or similar purposes or programs.

Accordingly, the accounting systems of GRANTEE and all subgrantees must ensure that funds from this award are not commingled with funds from any other source.

13. GRANTEE agrees to abide by Federal and State laws and provide accounting, auditing and monitoring procedures to safeguard grant funds and keep such records to assure proper fiscal controls, management and the efficient disbursement of grant funds.

14. For the purposes of this grant, a capital expenditure means expenditures to acquire capital assets, as defined in 2 C.F.R. 200.12, or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life, with a cost of \$5,000 or greater. If the GRANTEE's capitalization policy defines a capital expenditure as less than \$5,000, the GRANTEE will follow its own policy.

15. GRANTEE agrees to maintain property records for equipment purchased with grant funds and perform a physical inventory and reconciliation with property records at least every two years or more frequently if required by GRANTEE policy. GRANTEE agrees that funds will not be used for the construction of new facilities.

16. GRANTEE agrees to follow equipment disposition policies outlined in 2 C.F.R. 200.313(e)(1) through (4) *Uniform Administrative Requirements for Grants and Cooperative Agreements-Equipment*, when the equipment is no longer needed for the grant program **Link: e-CFR Navigation Aid at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>**.

17. GRANTEE agrees that all salaried personnel (including subgrantee personnel) whose activities are to be charged to the award will maintain timesheets or certifications to document hours worked for activities related to this award and non-award related activities. GRANTEE agrees to keep time and attendance sheets for hourly employees signed by the employee and supervisory official having firsthand knowledge of the work performed by the grant-funded employees.

18. GRANTEE agrees that it will submit financial and activity reports to the COMMISSION in a format provided by the COMMISSION, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

19. These reports are to be submitted according to the following schedule(s):

### ACTIVITY REPORTS

Report Period	Due Date
July 1st to September 30th	October 25th
October 1st to December 31st	January 25th
January 1st to March 31st	April 25th
April 1st to June 30th	July 25th

### FINANCIAL REPORTS

Report Period	Due Date
July 1st to July 31st	August 25th
August 1st to August 31st	September 25th
September 1st to September 30th	October 25th
October 1st to October 31st	November 25th
November 1st to November 30th	December 25th
December 1st to December 31st	January 25th
January 1st to January 31st	February 25th
February 1st to February 28/29th	March 25th
March 1st to March 31st	April 25th
April 1st to April 30th	May 25th
May 1st to May 31st	June 25th
June 1st to June 30th	July 25th

Additional reporting requirements may be required for GRANTEES who are considered high risk.

20. GRANTEE understands that financial reports are required as an accounting of expenditures for either reimbursement or COMMISSION-approved advance payments.

21. The final request for reimbursement of grant funds must be received by the COMMISSION no later than sixty (60) days after the last day of the award period.

22. All goods and services must be received or have reasonable expectations thereof and placed in service by GRANTEE by the expiration of this award.

23. GRANTEE agrees that all encumbered funds must be expended and that goods and services must be paid by GRANTEE within sixty (60) days of the expiration of this award.

24. GRANTEE agrees to remit all unexpended grant funds to the COMMISSION within thirty (30) days of written request from the COMMISSION.

25. GRANTEE agrees to account for interest earned on federal grant funds and shall manage interest income in accordance with the Cash Management Improvement Act of 1990 and as indicated in the Office of Justice Programs Financial Guide. Interest earned in excess of allowable limits must be remitted to the COMMISSION within 30 days after receipt of a written request from the COMMISSION. Link: [OJP Financial Guide](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf) at [https://ojp.gov/financialguide/doj/pdfs/DOJ\\_FinancialGuide.pdf](https://ojp.gov/financialguide/doj/pdfs/DOJ_FinancialGuide.pdf).

26. GRANTEE agrees to obtain written COMMISSION approval for all sole source procurements in excess of \$150,000.

27. GRANTEE agrees to obtain written COMMISSION approval prior to the expenditure of grant funds for consultant fees in excess of \$650 per day.

28. GRANTEE agrees to not use federal grant funds to pay cash compensation (salary plus bonuses) to any employee paid by the grant at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds, unless otherwise noted in the grant solicitation.)

29. GRANTEE agrees not to use grant funds for food and/or beverage unless explicitly approved in writing by the COMMISSION.

30. GRANTEE agrees to comply with all applicable laws, regulations, policies and guidance (including specific cost limits, prior approvals and reporting requirements, where applicable) governing the use of grant funds for expenses related to conferences, meetings, trainings, and other events, including the provision of food and/or beverages at such events, and costs of attendance at such events unless explicitly approved in writing by the COMMISSION. Information on pertinent laws, regulations, policies, and guidance is available in the OJP Financial Guide (currently, as section 3.10 "Postaward Requirements" in the DOJ Grants Financial Guide).

31. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of state or local funds because of the existence of any grant funds.

32. GRANTEE assigns to the COMMISSION any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to GRANTEE in exchange for grant funds provided under this Agreement.

33. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501-12-1518. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as pertaining to disputes which are subject to arbitration.

I. In the event of a dispute, controversy, or claim arising out of or relating in any way to the Agreement, the complaining Party shall notify the other Party in writing thereof. Within 30 calendar days of such notice, representatives of both Parties shall meet at an agreed location to attempt to resolve the dispute in good faith. Should the dispute not be resolved within 30 calendar days after such notice, the complaining Party shall seek remedies exclusively through arbitration, in accordance with the provisions of A.R.S. § 12-1501 through 12-1518.

II. The arbitration demand must be a clear and concise statement of the claim or dispute. The respondent's answer and any counterclaims must be filed within 20 calendar days of service of the demand.

III. The arbitration shall be conducted in Maricopa County.

IV. The arbitration shall be conducted by one arbitrator. If the Parties are not able to agree upon the selection of an arbitrator, within 20 calendar days of the commencement of an arbitration proceeding by service of a demand for arbitration, the court on application of a Party shall appoint the arbitrator.

V. The arbitrator must promptly set a conference to clarify the claims and defenses, to establish fair procedures, and to set a schedule for completing the arbitration.

VI. It is the intent of the parties that, barring extraordinary circumstances, arbitration proceedings will be concluded with 120 calendar days from the date the arbitrator is appointed. The arbitrator may extend the time limit in the interests of justice. Failure to adhere to this time limit shall not constitute a basis for challenging the award.

VII. The arbitrator must issue a written, reasoned award within 20 calendar days from the date the hearing is formally closed, or as soon after that as is feasible. The sole remedy will be actual damages; no punitive damages are allowed.

VIII. Unless the arbitrator orders otherwise, the Parties must share arbitration costs equally, including arbitrator's fees and expenses. Each party must pay its own expenses and attorney's fees.

34. GRANTEE understands that grant funds may not be released until all delinquent reports and reversion of funds from prior grants are submitted to the COMMISSION.

35. GRANTEE agrees that grant funds are not to be expended for any indirect costs that may be incurred by GRANTEE for administering these funds unless explicitly approved in writing by the COMMISSION. This may include, but is not limited to, costs for services such as accounting, payroll, data processing, purchasing, personnel, and building use which may have been incurred by the GRANTEE.

36. Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses, (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency, board, commission, or university of the State of Arizona, this paragraph shall not apply.

37. Should GRANTEE utilize a contractor(s) and subcontractor(s) the indemnification clause between GRANTEE and its contractor(s) and subcontractor(s) shall include the following:

Contractor shall defend, indemnify, and hold harmless the GRANTEE and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the contractor or any of the directors, officers, agents, or employees or subcontractors of such contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. Additionally on all applicable insurance policies, contractor and its subcontractors shall name the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as an additional insured and also include a waiver of subrogation in favor of the State. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".

38. Restrictions and certifications regarding non-disclosure agreements and related matters

No GRANTEE under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

I. In accepting this award, the GRANTEE--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

II. If the GRANTEE does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

39. GRANTEE agrees to notify the COMMISSION within ten (10) days in the event that the project official is replaced during the award period.

40. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the COMMISSION.

41. GRANTEE will comply with the audit requirements of Uniform Guidance (2 CFR 200 subpart F 200.500) and provide the COMMISSION with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed. [Link: Audit Requirements for OJP Awards](https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf) at <https://ojp.gov/funding/pdfs/AuditRequirementsPart200.pdf>.

42. GRANTEE certifies that it will comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") and the OJP Financial Guide. [Link: 2 C.F.R Part 200 for OJP Awards](https://ojp.gov/funding/Part200UniformRequirements.htm) at <https://ojp.gov/funding/Part200UniformRequirements.htm> .

43. Compliance with general appropriations-law restrictions on the use of federal funds for awards made after FY 2018. GRANTEE or sub-grantee at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Should a question arise as to whether a particular use of federal funds by a GRANTEE would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP. Pertinent restrictions, including from various "general provisions" in the [Consolidated Appropriations Act, 2018](https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm) at <https://ojp.gov/funding/Explore/FY18AppropriationsRestrictions.htm> .

44. GRANTEE agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or sub award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express written approval of the Office of Justice Programs through the COMMISSION.

45. GRANTEE understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

46. GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service. Link: [System for Award Management](https://www.sam.gov/SAM/) at <https://www.sam.gov/SAM/> .

47. GRANTEE agrees to ensure that, no later than the due date of the GRANTEE's first financial report after the award is made, GRANTEE and any subgrantees have a valid DUNS profile and active registration with the System for Award Management (SAM) database.

48. GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

49. GRANTEE understands and agrees that any training or training materials developed or delivered with funding provided under this award must adhere to the OJP Training Guide Principles for Grantees and Subgrantees. Link: [OJP Training Guide Principles for Grantees and Subgrantees](https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm) at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm> .

50. GRANTEE agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the federal or state grantor agency has the right to obtain, reproduce, publish or use data provided under this award and may authorize others to receive and use such information.

51. GRANTEE shall provide the COMMISSION with a copy of all interim and final reports and proposed publications (including those prepared for conferences and other presentations) resulting from this Agreement. Submission of such materials must be prior to or simultaneous with their public release.

52. GRANTEE agrees that any publications (written, visual, or sound) excluding press releases and newsletters, whether published at the GRANTEE'S or COMMISSION'S expense, shall contain the following statement:

"This was supported by Award No. 2020-VI-GX-0043 awarded by the Department of Justice, Office of Justice Programs, Office of Justice Programs, U.S. Department of Justice. The opinions findings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Department of Justice."

53. GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, 34 U.S.C. § 10228(c); the Victims of Crime Act of 1984, as amended, 34 U.S.C. § 20110(e); the Juvenile Justice and Delinquency Prevention Act of 1974, as amended, 34 U.S.C. § 11182(b); and VAWA, as amended, 34 U.S.C. § 12291(b)(13), contain prohibitions against discrimination on the basis of religion in employment. Despite these nondiscrimination provisions, the DOJ has concluded that it may construe the Religious Freedom Restoration Act (RFRA) on a case-by-case basis to permit some faith-based organizations to receive DOJ funds while taking into account religion when hiring staff, even if the statute that authorizes the funding program generally forbids recipients from considering religion in employment decisions. Please consult with the OCR if you have any questions about the regulation or the application of RFRA to the statutes that prohibit discrimination in employment. An organization that is a recipient of financial assistance subject to the nondiscrimination provisions of the Safe Streets Act, must meet two obligations: (1) complying with the federal regulation pertaining to the development of an EEOP (see 28 C.F.R. pt. 42, subpt. E) and (2) submitting to the OCR findings of discrimination (see 28 C.F.R. §§ 42.204(c), .205(c)(5)). If in the three years prior to the date of the grant award a Federal or State Court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against GRANTEE, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the COMMISSION.

54. In accordance with DOJ guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). See U.S. Department of Justice, Guidance to Federal Financial Assistance Recipient Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 67 Fed. Reg. 41,455 (2002). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please see the website: Link: [Limited English Proficiency A Federal Interagency](http://www.LEP.gov) at <http://www.LEP.gov>.

55. GRANTEE agrees to comply with the applicable requirements of 28 CFR Part 38, the Department of Justice regulation governing "Partnerships with Faith - Based and Other Neighborhood Organizations"(the "PFNBO"). The PFNBO Regulation provides in part that Department of Justice financial assistance may not be used to fund any inherently religious activities, such as worship, religious instruction, or proselytization. Recipients of Department of Justice financial assistance may still engage in inherently religious activities, but such activities must be separate in time or place from the Department of Justice funded program, and participation in such activities by individuals receiving services from GRANTEE must be voluntary. The PFNBO Regulation also makes clear that organizations participating in programs receiving financial assistance from the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. Notwithstanding any other special condition of this award, faith-based organizations may, in some circumstances, consider religion as a basis for employment. Link: <https://ojp.gov/funding/Explore/SolicitationRequirements/CivilRightsRequirements.htm#NDPFaith>.

56. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The GRANTEE or subgrantee at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, GRANTEES, or individuals defined (for purposes of this condition) as "employees" of the recipient or of any GRANTEE.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <http://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and GRANTEES related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

57. GRANTEE should be mindful that the misuse of arrest or conviction records to screen either applicants for employment or employees for retention or promotion may have a disparate impact based on race or national origin, resulting in unlawful employment discrimination. As of June 2013 OJP has issued an advisory that grantees should consult local counsel in reviewing their employment practices. If warranted, grantees should also incorporate an analysis of the use of arrest and conviction records in their Equal Employment Opportunity Plan (EEO). See Advisory for Recipients of Financial Assistance from the U.S. Department of Justice on the U.S. Equal Employment Opportunity Commission's Enforcement Guidance: Consideration of Arrest and Conviction Records in Employment Decisions Under Title VII of the Civil Rights Act of 1964 (June 2013), available at [http://www.ojp.gov/about/ocr/pdfs/UseofConviction\\_Advisory.pdf](http://www.ojp.gov/about/ocr/pdfs/UseofConviction_Advisory.pdf).

58. GRANTEE assures that it will comply with all state and federal laws regarding privacy during the course of the award. All information relating to clients is to be treated with confidentiality in accordance with 42 USC section 3789g or 42 USC 14132(b)(3) that are applicable to the collection, disclosure, use and revelation of data information. GRANTEE further agrees to submit a privacy Certificate that is in accordance with requirements of 28 CFR Part 22 if applicable to the program.

59. GRANTEE agrees to formulate and keep on file an EEO (if GRANTEE is required pursuant to 28 CFR 42 Subpart E). GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the COMMISSION by GRANTEE. In the event a federal or state court or federal or state administrative agency makes an adverse finding of discrimination against GRANTEE after a due process hearing, on the ground of race, color, religion, national origin, or sex, GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the

60. GRANTEE agrees to participate in any required civil rights related training to ensure compliance with all federal and state civil rights laws. GRANTEE will inform the COMMISSION of the position responsible for civil rights compliance and will inform the COMMISSION of change in personnel responsible for civil rights compliance within ten days. Link: <http://www.azcjc.gov/grants>.

61. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees) GRANTEE must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant. GRANTEE also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712. Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

62. To support public safety and justice information sharing, GRANTEE, if a governmental subdivision, shall use the National Information Exchange Model (NIEM) specifications and guidelines for this grant. GRANTEE shall publish and make available without restrictions all schemas generated as a result of this grant to the component registry as specified in the guidelines. Link: <http://niem.github.io/reference/specifications/>.

63. In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at [https://it.ojp.gov/gsp\\_grantcondition](https://it.ojp.gov/gsp_grantcondition).

Grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

64. To avoid duplicating existing networks or IT systems in any initiatives for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless GRANTEE can demonstrate to the satisfaction of the COMMISSION that this requirement would not be cost beneficial or would impair the functionality of an existing or proposed IT system.

65. If GRANTEE is a governmental political subdivision, the GRANTEE should, to the extent possible and practical, share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.

66. If GRANTEE is a state agency and the award is for the development of information technology projects for more than \$25,000, GRANTEE must complete a Project Investment Justification (PIJ) and submit the justification to the Arizona Department of Administration (ADOA), with a copy to the COMMISSION. GRANTEE agrees to submit required project status reports to ADOA by the due dates and submit copies to the COMMISSION.

If GRANTEE is not a state agency and the award is for the development of information technology projects, GRANTEE will follow local technology policies and guidelines.

67. GRANTEE must promptly refer to the COMMISSION any credible evidence that a principal, employee, agent, contractor, subgrantee, contractor, subcontractor, or other person has, in connection with funds under this award, has either 1) submitted a false claim that violates the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct. The COMMISSION shall forward the referral to the Department of Justice, Office of the Inspector General.

68. The COMMISSION encourages GRANTEE to establish workplace safety policies and conduct education, awareness and other outreach to decrease crashes caused by distracted drivers, including adopting and enforcing policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant. Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 2009).

69. GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 83, Subpart F, for grantees, as defined in 28 CFR, Part 83 Sections 83.620 and 83.650.

70. GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally GRANTEE ensures compliance with A.R.S. § 41-4401.

71. GRANTEE acknowledges that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state. GRANTEE warrants that they have registered with and participate with E-Verify. If the COMMISSION later determines that the GRANTEE has not complied with E-Verify, it will notify the non-compliant GRANTEE by certified mail of the determination and of the right to appeal the determination.

72. GRANTEE certifies that no federal funds will be paid, by or on behalf of, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the COMMISSION Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

73. GRANTEE understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy at any level of government, without the express prior written approval of the Commission.

74. GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way, or to any extent, engaged in conduct of political activities in violation of USC Title 5, Part II, Chapter 15, section 1502.

75. GRANTEE understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

76. GRANTEE understands and agrees that- (a) no award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading and exchanging or pornography, and (b) nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

77. GRANTEE agrees to comply with all federal, state and local environmental laws and regulations applicable to the development and implementation of activities to be funded under this award. Additional requirements may be found in Grant Agreement Continuation Sheet.

78. GRANTEE agrees that all gross income earned by the GRANTEE that is directly generated by a supported activity or earned as a result of this award during the period of performance shall be deemed program income. All program income must be accounted for and used for the purpose under the conditions applicable for the use of funds under this award, including the effective edition of the OJP Financial Guide and, as applicable in 2 C.F.R. Part 200 Uniform Requirements.

79. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511. This Agreement may also be cancelled at the COMMISSION'S discretion if not returned with authorized signatures to the COMMISSION within 90 days of commencement of the award.

80. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

81. GRANTEE agrees to comply with all Special Condition(s) included with this Agreement on the Grant Agreement Continuation Sheet.

82. GRANTEE understands that grant funds may not be released until GRANTEE is compliant with all requirements of grant agreement.

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**ARIZONA CRIMINAL JUSTICE COMMISSION**  
**CRIME VICTIM COMPENSATION PROGRAM**  
**GRANT AGREEMENT CONTINUATION SHEET**  
**SPECIAL CONDITION(S)**

ACJC Grant Number VC-22-001

1. GRANTEE must verify the Agency Official, Financial Official, Project Official, and Authorized Official including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Request (GAR) must be submitted via the ACJC Grants Portal to document changes. In addition, the Agency Point of Contact for the grant record must assign the Financial Points of Contact and the Program Points of Contact in the Grants Portal prior to payments being made and update those contacts when necessary.
2. GRANTEE acknowledges that OJP reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use (in whole or in part, including in connection with derivative works), for Federal purposes: (1) any work subject to copyright developed under an award or subaward; and (2) any rights of copyright to which a recipient or subrecipient purchases ownership with Federal support.
3. The GRANTEE agrees that allocated compensation benefit funds will be used to provide compensation awards to victims of criminally injurious conduct occurring within the GRANTEE'S jurisdiction.
4. The GRANTEE understands that crime victim compensation benefit funding will be distributed to grantees as a monthly reimbursement of compensation program expenditures.
5. The GRANTEE understands that \$24,200.00 is the maximum allowable amount of State compensation funding to be expended on the administration of this program.
6. The GRANTEE agrees that expenditures made in Compensation Benefits will be for Compensation benefit payments only. Funding in Compensation Benefits cannot be transferred to another budget category.
7. The GRANTEE understands that financial reimbursement request forms are required for reimbursement of expenditures. The final request for reimbursement of compensation funds must be received by the COMMISSION no later than 10 days after the last day of the award period.
8. The GRANTEE agrees to comply with all Federal and State laws, provisions of the Arizona Crime Victim Compensation Program Rules R110-4-101 through R10-4-111 administered by the COMMISSION, and provisions of Federal VOCA Compensation Program Guidelines ([https://www.ovc.gov/voca/pdf/voca\\_guidelines2001.pdf](https://www.ovc.gov/voca/pdf/voca_guidelines2001.pdf)).
9. The GRANTEE agrees to comply with all applicable Open Meeting Laws, A.R.S. §38-431 et seq.
10. The GRANTEE agrees to seek and order all available restitution owed to the program.
11. The GRANTEE agrees to negotiate reductions in fees for service with service providers for all program benefit expenditures.
12. The GRANTEE agrees that information on race, sex, national origin, age, and disability of recipients of compensation will be collected and maintained, where such information is voluntarily furnished by those receiving compensation.
13. The grantee agrees to adhere to the provisions and conditions outlined in the Memorandum of Understanding (MOU) between the Office for Victims of Crime (OVC) and the Federal Bureau of Investigation (FBI) pertaining to the dissemination of information to State Crime Victim Compensation Programs concerning the verification of victims of crime claims investigated by the FBI. Failure to abide by the provision of the MOU will result in a cancellation of the agreement to release FBI investigative information to the grantee.

**SPECIAL CONDITION(S) (Continued):**

14. GRANTEE must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information(PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or 2) uses or operates a "Federal information system" (OMB Circular A-130). The GRANTEE'S breach procedures must include a requirement to report actual or imminent break of PII to the COMMISSION no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

15. GRANTEE agrees to submit supporting documentation (i.e. receipts, invoices, timesheets, and/or payroll records) for all administrative expenditures with the monthly financial report through the ACJC Grants Portal and agrees to make available supporting documentation for all victim compensation expenditures.

16. GRANTEE agrees to submit quarterly activity reports on the victim compensation claim data identified by the Commission and victim compensation claim expense documentation through the ACJC Data Warehouse.

17. GRANTEE acknowledges the requirements of the award; remedies for non-compliance or for materially false statements. The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

18. Failure to comply with any or more of these award requirements- whether a condition set out in full below, a condition incorporated by the reference below, or a certification or assurance related to conduct during the award period may result in the Office of Justice Programs("OJP") taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold funds, disallow costs, or suspend or terminate the award. The Department of Justice("DOJ"), including OJP, also may take other legal action as appropriate.

19. Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C 3729-3730 and 3801-3812).

20. Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

21. The grantee must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status. The details of this requirement are posted on the OJP web site at <https://www.ojp.gov/funding/explore/interact-minors> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

22. GRANTEE agrees to the completion of the ACJC Subgrantee Self-Assessment Questionnaire within 45 days of the start date of this award.

23. The GRANTEE warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If a grantee uses any subcontractors in performance of this contract, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the contract subject to penalties up to and including termination of this contract. The Commission retains the legal right to inspect the papers of the grantee and its subcontractors who work on the contract to ensure that it or its subcontractors are complying with this warranty.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise(including under 31 U.S.C 3729-3730 and

SPECIAL CONDITION(S) (Continued):

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable, such provision shall be deemed severable from this award.

  
Authorized Official Initials: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

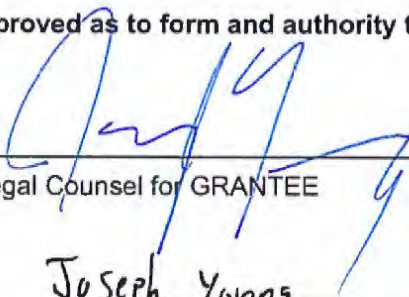
**FOR GRANTEE:**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**Approved as to form and authority to enter into Agreement:**

  
\_\_\_\_\_  
Legal Counsel for GRANTEE

6/28/2021  
\_\_\_\_\_  
Date

Joseph Young  
\_\_\_\_\_  
Printed Name & Title

Chief Deputy County Attorney  
\_\_\_\_\_  
Printed Name & Title

**Statutory or other legal authority to enter into Agreement:**

\_\_\_\_\_  
Appropriate A.R.S., Ordinance, or Charter Reference

**FOR CRIMINAL JUSTICE COMMISSION:**

\_\_\_\_\_  
Andrew T. LeFevre, Executive Director  
Arizona Criminal Justice Commission

\_\_\_\_\_  
Date



## ARIZONA CRIMINAL JUSTICE COMMISSION GRANT AGREEMENT

### INSURANCE REQUIREMENTS EXHIBIT "A"

**Insurance Requirements for Governmental Parties to a Grant Agreement:**

None.

**Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:**

*(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.)*

The insurance requirements herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are free to purchase additional insurance.

**A. MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

**1. Commercial General Liability - Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

**2. Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
-----------------------------	-------------

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

*(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)*

Exhibit "A" Page 2

### 3. Worker's Compensation and Employers' Liability

Workers' Compensation Employers' Liability	Statutory
Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

#### Additional Insurance Requirements:

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

#### Notice of Cancellation:

For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State of Arizona, within two (2) business days of receipt, a notice if a policy is suspended, voided, or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (Enter Contracting Agency Representative's Name, Address, and Fax Number Here).

#### Acceptability of Insurers:

Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

#### Verification of Coverage:

Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Contract. An authorized representative of the insurer shall sign the certificates.

All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

Exhibit "A" Page 3

**Subcontractors:**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

**Approval and Modifications:**

The Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

**Exceptions:**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

END OF GRANT AGREEMENT DOCUMENTS



# Arizona Criminal Justice Commission

June 23, 2021

*Chairperson*

SHEILA POLK  
Yavapai County Attorney

*Vice-Chairperson*

STEVE STAHL, Chief  
Law Enforcement Leader  
City of Maricopa Police Department

ALLISTER ADEL  
Maricopa County Attorney

MARK BRNOVICH  
Attorney General

DAVID K. BYERS, Director  
Administrative Office of the Courts

LAURA CONOVER  
Pima County Attorney

GREG MENGARELLI  
City of Prescott

HESTON SILBERT, Director  
Department of Public Safety

CHRIS NANOS  
Pima County Sheriff

PAUL PENZONE  
Maricopa County Sheriff

DAVID SANDERS  
Pima County Chief Probation Officer

DAVID SHINN, Director  
Department of Corrections

MINA MENDEZ, Chairperson  
Board of Executive Clemency

VACANT  
County Supervisor

VACANT  
Former Judge

VACANT  
Sheriff

VACANT  
Chief

VACANT  
Chief

VACANT  
Chief

*Executive Director*  
Andrew T. LeFevre

Attn: Joseph Young, Chief Deputy County Attorney  
Apache County Attorney's Office  
PO BOX 637  
St. Johns, AZ 85936

RE: Victim Compensation Grant Number VC-22-001

Dear Joseph Young,

On March 25, 2021, the Arizona Criminal Justice Commission (ACJC) designated the County Attorneys' Offices as operational units to administer the Crime Victim Compensation Program for State fiscal year 2022. On March 25, 2021 the Commission also approved the allocation of \$3,367,064.00 in state and federal crime victim compensation funds to county programs for FY 2022. The total amount allocated Apache County Attorney's Office includes the following:

ACJC (State Funding)\* \$67,080.00  
VOCA (Federal Funding)\* \$0.00  
TOTAL ALLOCATION \$67,080.00  
\*Estimated Level

The allocation of state funding to the Apache County Attorney's Office compensation program includes \$24,200.00 to help cover administration costs of the program in accordance with the budget in the grant agreement. For a summary of administrative expenses please refer to the administrative fund guidelines established by ACJC. Any question about administrative expense eligibility should be directed to ACJC compensation program staff.

For FY 2022, all compensation benefits funding will be distributed through a monthly reimbursement process. ACJC program staff can allow upfront payments of compensation program administrative funds on a case by case basis to programs demonstrating an urgent need and have submitted a written request. All payments will be made through the Automated Clearing House Vendor Payments (direct deposit).

Please find the included Grant Agreement, with instructions for obtaining signatures and formal action. Please return the agreement with authorized signatures to the Commission office within 90 days of the award date of July 1, 2021 or the agreement may be canceled.

If you have any questions concerning your award you may contact me at 602-364-1168.

Sincerely,

Heather Bohnet, Program Manager  
Crime Victim Services

**Certificate Of Completion**

Envelope Id: 4DA459F2C3B4475EB3BF0F4D6ADC0C09  
 Subject: Please DocuSign: FY22 Crime Victim Compensation Grant Award  
 Source Envelope:  
 Document Pages: 22 Signatures: 0  
 Certificate Pages: 5 Initials: 0  
 AutoNav: Enabled  
 Envelope Stamping: Enabled  
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:  
 Dorinda Johns  
 djohns@azcjc.gov  
 IP Address: 208.87.239.180

**Record Tracking**

Status: Original 6/28/2021 3:54:18 PM	Holder: Dorinda Johns djohns@azcjc.gov	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Arizona Criminal Justice Commission	Location: DocuSign

**Signer Events**

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

Andrew LeFevre  
 alefevre@azcjc.gov

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

John Robertson  
 jrobertson@apachelaw.net

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
 Accepted: 6/28/2021 4:04:28 PM  
 ID: b6ff1a56-69c0-4436-ba59-acf3e10ea7b7  
 Company Name: Carahsoft OBO Arizona Criminal Justice Commission

Sent: 6/28/2021 3:57:44 PM  
 Viewed: 6/28/2021 4:04:28 PM

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent

Hashed/Encrypted

6/28/2021 3:57:44 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Carahsoft OBO Arizona Criminal Justice Commission (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact Carahsoft OBO Arizona Criminal Justice Commission:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov)

**To advise Carahsoft OBO Arizona Criminal Justice Commission of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

**To request paper copies from Carahsoft OBO Arizona Criminal Justice Commission**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO Arizona Criminal Justice Commission**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [alefevre@azcjc.gov](mailto:alefevre@azcjc.gov) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Carahsoft OBO Arizona Criminal Justice Commission as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Carahsoft OBO Arizona Criminal Justice Commission during the course of your relationship with Carahsoft OBO Arizona Criminal Justice Commission.

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

date/time stamp

Submitter's Name: (Individual, Organization, or County Department)

County Attorney's Office

Date/Signature:

Describe in detail what you want to say to the Board and what action you want the Board to take:

Following a possible executive session for legal advice pursuant to A.R.S. 38-431.03(A)(3), discussion and possible approval of a settlement agreement with Glen & Judy Brower and Ken & Lisa Hogan in regards to Case ST2020-000674.

BOS Meeting Date Requested July 27, 2021

PRE-AGENDA ITEM REVIEW

Legal Review:

Signature

Finance Review:

Signature

Human Resources Review:

Signature

Other Review:

Signature

Reviews completed, item approved for Agenda.

Board Clerk's Initials

Apache County Board of Supervisors  
AGENDA ITEM REVIEW FORM

Date/Time \_\_\_\_\_

Submitter's Name: (Individual, Organization, or County Department) \_\_\_\_\_

County Manager \_\_\_\_\_

Date/Signature: \_\_\_\_\_

*[Handwritten Signature]* 7/15/21

Describe in detail what you want to say to the Board and what action you want the Board to take:

Call to the Public: Individuals may address the Board on any relevant issue for an amount of time determined by the Chairman. At the close of the call to the public, Board members may not respond to any comments but may respond to criticism, ask staff to review a matter or ask that a matter be placed on a future agenda.

BOS Meeting Date Requested 7/27/21

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PRE-AGENDA ITEM REVIEW

Legal Review: \_\_\_\_\_

Signature \_\_\_\_\_

Finance Review: \_\_\_\_\_

Signature \_\_\_\_\_

Human Resources Review: \_\_\_\_\_

Signature \_\_\_\_\_

Other Review: \_\_\_\_\_

Signature \_\_\_\_\_

Reviews completed, item approved for Agenda.

Board Clerk's Initials \_\_\_\_\_